

# General Terms and Conditions for Visitors

This General Terms and Conditions (hereinafter referred to as **GTC**) includes the rights and obligations of SZINTÉZIS-NET Szoftverfejlesztő és Szolgáltató Korlátolt Felelősségű Társaság (registered seat: 9024 Győr, Vasvári Pál út [road] 1/C., company registration no.: 08-09-011535, tax number: 13116057-2-08, e-mail address: info@szintezis-net.hu) (hereinafter referred to as **Service Provider**) operating the websites (hereinafter collectively referred to as **Website**) pertaining to the web services facilitating the organization of events called "TicketNinja" and the Visitor (hereinafter referred to as **Visitor**) using the electronic commerce services offered on the Website by SZINTÉZIS-NET Kft. (Service Provider and Visitor hereinafter collectively referred to as **Parties**).

## 1. General information, conclusion of the contract between the Parties

1.1. The scope of this GTC only extends to the electronic services used on the Website by the Visitor from the Service Provider.

1.2. Creating a visitor's account and registering for events on the Website may only be done electronically, in the manner set out in this GTC.

1.3. Anyone who accepts the provisions of the GTC on the Website by implied conduct, creates a visitor's account by providing his or her e-mail address, name, and a password of his/her choice and subsequently activates said account or anyone who, as a Guest, receives an e-mail authorizing him/her for the use of the site may use the services provided by the Service Provider.

1.4. The contract between the Parties is concluded by the acceptance of the Service Provider's GTC on the Website.

1.5. The Website is operated by SZINTÉZIS-NET Szoftverfejlesztő és Szolgáltató Korlátolt Felelősségű Társaság. Contact details of the operator:

Registered seat: 9024 Győr, Vasvári Pál út 1/C.

Tax number: 13116057-2-08

EU VAT number: HU13116057

Company registration number: 08-09-011535

Bank account number (HUF): 10400401-50505149-50521006

Electronic address of delivery as indicated in the company registry:

info@szintezis-net.hu

E-mail address of the customer service regarding the Website:

hello@ticketninja.io

1.6. The contract between the Parties established pertaining to the services offered on the Website does not constitute a written contract, however, the Service Provider shall make the date of registration and this General Terms and Conditions electronically retrievable.



## 2. Definitions

2.1. **Service:** the umbrella term of cloud services relating to the information society, provided online on the Website by the Service Provider, by which the Service Provider makes it possible for the Organizers to create, manage and publish events on the Website to which the Visitors, by using the Website, may register and request tickets for free or purchase tickets for a consideration from the Organizer.

2.2. **Event:** an organized occasion created on the Website by the Organizer, which is held with the physical or online presence of the Visitors and the topic and theme of which may be freely determined by the Organizer within the scope of this GTC. From the Events, events providing limited functionality (***Events Without Organizer's Registration***) and events providing full functionality (***Pro Event***) may be created, furthermore, there is also the possibility to create an event having specific functionality based on a specific offer. Parties shall determine the requirements, functions, and the way how they shall account for with each other with respect to the event to be established by the specific offer, in the offer accepted by the other party or in a separate agreement to which the provisions of this GTC shall be governing unless otherwise provided for by the accepted offer or the separate agreement.

2.3. **Organizer:** the umbrella term of any natural persons, legal persons, or legal entities not having legal personality who may create Events in order to advertise, organize and conduct any Event on the Website in their own interest, whether it is carried out without or following registration.

2.4. **Visitor:** Any person having an account for the purposes of registering for an Event for free or for a consideration, which event may be found in the menu item of "EVENTS" on the Website, or any such person registering for an Event created on an individual subdomain but in the system of the Service Provider, who intends to acquire a right to participation of his/her own or for another person, moreover, any person entitled to partake in the Event in question based on an invitation sent to his/her e-mail address through the Website. Beyond the previously mentioned, any such persons shall be deemed Visitors who were invited to any of the Events but who didn't register on the Website and no contract was established between them and the Service Provider.

## 3. Registration, visitor's account

3.1. The contract is concluded between the Parties by the registration of the Visitor on the Website. Following the creation of the visitor's account on the Website, it is possible to register for any event, nonetheless, the participation in the event may also occur based on invitation, in this case, the person invited to the event is not even obligated to create a visitor's account. Creating a visitor's account shall occur as follows. During registration, following the provision of the required data and the acceptance of this GTC and the privacy policy, the system sends an e-mail of the activation of the account to the provided e-mail address.

3.2. Should the Visitor wish to delete his/her visitor's account, modify his/her data, or request technical assistance, then this request or intent may be expressed by sending an e-mail to the e-mail address of [hello@ticketninja.io](mailto:hello@ticketninja.io), to the Service Provider who seeks to comply with the Visitor's request at the earliest convenience.

## 4. Registration to the Event

4.1. By clicking on “Tickets”, the Visitor may register for the selected Event. By clicking on “Tickets”, the site navigates the Visitor to the site of the specific Event, where, by clicking on “REGISTRATION” located in the middle or on the top right corner of the site, various registration possibilities are presented depending on what type of options were provided by the Organizer at the creation of said Event. Registration may be carried out freely or for a consideration, which shall also be depending on the intent and the parameters previously provided by the Organizer. Should the registration occur for free, the Visitor may add the selected type of ticket to his/her cart by clicking on the link “ADD TO CART”. Following this, the Visitor may browse further on the landing page by clicking on “CONTINUE SHOPPING” or he/she may finalize his/her registration to the specific event by clicking on “REGISTRATION”. In the latter case, the Visitor may decide whether he/she wishes to purchase the ticket for himself/herself or for someone else. In both cases, the Visitor shall provide the following data: name, e-mail address, and any other optional data requested by the Organizer which are required for the registration (eg.: telephone number, age). Following this, by clicking on “NEXT STEP”, the Visitor shall reach the site of Finalizing and finishing where he/she may check his/her data provided in the course of registration and the selected event. Should the Organizer assign the policies, statements, and information (eg.: GTC, data privacy statement) applied by it to the specific Event, then the Visitor may be informed thereof on this site, with the assistance of the arrow located above the link “SENDING OF THE ORDER”. In this case, finalizing the registration may only be carried out by the acceptance of the data privacy statement. Subsequently, by clicking on the “SENDING OF THE ORDER”, the Visitor may successfully register for the specific event.

4.2. Should the Visitor wish to register someone else to the specific Event, then, following the provision of the personal data, he/she shall click on the menu item “PURCHASING FOR ANOTHER PERSON” where he/she may invite the selected person by providing the person’s name and e-mail address. The person invited to the Event may finalize his/her registration to the Event by clicking on the link in the e-mail containing the invitation, even without creating a visitor’s account.

4.3. Should the registration for the Event involve the payment of consideration, then the steps described in the previous Section shall be amended by the fact that the Visitor may reach the step of the provision of his/her personal data by clicking on the link of “ADD TO CART” which may be found at the selected type of ticket, and then by clicking on the option of “PAYMENT”. According to the aforementioned, the Visitor shall also have the possibility here to purchase a ticket for another person. Following the filling out of the aforementioned data, the Visitor shall reach the step of filling out the information for invoicing (the Visitor also has the opportunity to request an invoice for a company), and following the selection of the payment method, he/she shall review the list of the items to be paid for. Following the acceptance or gaining of information of the legal documents set by the Organizer, the interface of payment including the payment methods appears by clicking on the “FINISHING AND PAYMENT” button. Following the filling out of the required data, the Visitor may pay for the amount of the price of the selected ticket here.

Payment methods to be selected on the Website:

- **SimplePay**: The process of payment is equivalent to those of the process offered by the similar services of the banks: during the internet payments, the customer may get

to the acquisition of the product or the service by selecting the SimplePay option and by providing the bank card data. The bank card data shall not be transferred to the trader. By taking the security of the user holding the bank card into special consideration, SimplePay continuously monitors the transactions, thereby guaranteeing the security of the process of online payment. The steps of the transaction may be accessed below the following link:

<https://simplepay.hu/vasarloknak/>

- **Barion:** In this case, the online bank card payments are carried out via the system of Barion. The bank card data shall not be transferred to the trader. Barion Payment Zrt. providing the service is an institute that is under the supervision of the Hungarian National Bank, the number of the licence of operation: H-EN-I-1064/2013.

- **PayPal:** PayPal offers the secure, convenient, and cost-effective online sending and receiving of payments for any natural person or any undertaking having an e-mail address. Its network is based on the already existing financial infrastructure of bank accounts and credit cards, and it offers a global, real-time payment solution. Its product is ideal for small businesses, online traders, natural persons, or for anyone whose needs are not appropriately served by traditional payment mechanisms.

Further information: <https://www.paypal.com/hu/webapps/mpp/home>

- **Bank transfer:** In case of selecting the payment option of bank transfer on the Website, the Visitor shall receive the parameters for the bank transfer in the form of a proforma invoice, which he/she may pay in one amount. The tickets including the order shall be reserved. Following the payment, the system issues a prepayment invoice, and on the day of the event, it issues a final invoice for the customer. Should the consideration for the order in question fail to arrive at the bank account indicated in the proforma invoice prior to the expiry of the indicated payment deadline, then the Service Provider is entitled to refuse the order, of which fact it shall send a notification to the customer and simultaneously, the reserved tickets shall be free again. There is no possibility to process payments made following the payment deadline, in this case, submitting a new order is required.

4.4. Following the purchasing of tickets, the Visitor may register for programs pertaining to the Events to the extent of free spots (after this, it is also possible to subscribe to the waiting list).

4.5. After having requested the ticket for free or for a consideration (depending on the type of ticket), the Visitor may partake in the specific Event in a way that he/she shall present his/her ticket including the QR code sent to him/her in e-mail, which may also be downloaded from the Website to the Organizer or any person proceeding in the scope of interest of the Organizer at the entry of the Event. The possible transferral of tickets may only be allowed by a request sent to the Organizer and the Organizer's decision thereof.

## 5. The Service Provider's liability

5.1. The successful registration of the Visitor for any Event exclusively establishes a contractual relationship between the Visitor and the Organizer with respect to the services provided on the Event and the right to visit the Event. Under Section 2, Paragraph 1), Subparagraph 1e) of Act CVIII of 2001 on electronic commerce and on

information society services (hereinafter referred to as Electronic Commerce Act), the Service Provider, based on its activity, constitutes an intermediary service provider, more specifically, an application supplier.

5.2. The Service Provider does not constitute the organizer or co-organizer of the Event or any other party actively contributing to the conducting thereof, consequently, it excludes liability for any possible occurring damage on the Visitor's part due to cancellation, unsatisfactory organization (including eg. calling off the Event or modifying its date and time), as well as for any damage arisen on the Event. The Visitor may not claim the reimbursement of the price of the ticket purchased by him/her from the Service Provider, due to the cancellation of the event, with respect to the fact that the Service Provider does not constitute the seller of such tickets. Should the Event be cancelled, the Organizer shall communicate with and inform the Visitors of the process, location, and the deadline of the return of tickets, and only the Organizer is liable for the frustration of such return.

5.3. The Service Provider bears no liability with respect to the information provided by another person which were transmitted, stored, or offered access to by the services provided by it in relation to the information society.

5.4. The Service Provider is not obligated to check and monitor the information that was only transmitted, stored, or provided access to by it, furthermore, it is not obligated to search for any fact or circumstance which would suggest unlawful activity.

5.5. The Service Provider is not liable for any violation of law resulting from removal or disabling of access to information, provided that it complied with the provisions of Sections 7-11 or Section 13 of the Electronic Commerce Act.

5.6. The Service Provider excludes any and all warranty claims with respect to the operation, specification, and functions of the Website. The Organizer shall bear the risk that the Website is appropriate for it at the time of the acceptance of the GTC, and the operation, specification, and the functions of the Website are satisfactory. Exclusion of warranty claims does not extend to the contracts concluded with the Visitor who constitutes a consumer.

## **6. Consumer protection provisions**

6.1. The consumer protection provisions set forth in this Section shall be applied if the Visitor registers on the Website as a natural person acting outside his/her profession, independent occupation, or business activity, as laid down in Section 8:1, Subsection 1, Paragraph 3 of Act V of 2013 on the Civil Code (hereinafter referred to as Civil Code).

6.2. The Visitor may submit his/her complaint in writing, in a letter/e-mail to be sent to the following addresses:

in letter: 9024 Győr, Vasvári Pál út 1/C.

in e-mail: [hello@ticketninja.io](mailto:hello@ticketninja.io)

The written complaints shall be examined within 30 days after their delivery and we shall reply to them on the merits. Should you disagree with our response, then you

may lodge your complaint before the competent consumer protection authority, conciliation board, or court.

6.3. Should the Service Provider and the Visitor fail to settle any possible consumer dispute during negotiations, then the Visitor has the following possibilities for pursuing his/her rights:

Lodging a complaint to the consumer protection authorities. Should the Visitor notice the violation of his/her consumer rights, then he/she is entitled to lodge a complaint to the competent consumer protection authority of the Visitor's residence. Following the resolution with regard to the complaint, the authority shall decide on the carrying out of the consumer protection procedure.

Resorting to the conciliation board: For the purposes of the peaceful, out-of-court resolution of the consumer dispute with respect to the quality and safety of the services, the application of compliance rules, and the conclusion and performance of the contract, the Visitor may initiate a procedure before the competent conciliation board of his/her domestic or habitual residence, moreover, he/she shall also turn to the conciliation board operating in conjunction with the competent professional chamber of the Service Provider's registered seat.

Under Section 2, Paragraph a) of Act CLX of 1997 on consumer protection, submitting a claim to the conciliation board is not only the right of a person who constitutes consumer pursuant to the Civil Code but also the non-governmental organizations, ecclesiastical legal persons, condominiums, housing cooperatives, micro, small and medium-sized undertakings subject to separate legal acts, acting for purposes outside their independent activities or economic activities, which purchase, order, receive or use goods or are the recipient of commercial communication or of an offer related to goods.

According to the referred legal provision, for the purposes of Regulation (EU) 2018/302 of the European Parliament and of the Council of 28 February 2018 on addressing unjustified geo-blocking and other forms of discrimination based on customer's nationality, place of residence or place of establishment within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC [hereinafter referred to as Regulation (EU) 2018/302], in addition to the abovementioned, the undertaking constituting customer pursuant to Regulation (EU) 2018/302 shall also be deemed a consumer.

The Service Provider is obligated to take part in the procedure before the conciliation board. For the purposes of this Section, sending the response may also constitute cooperation in the case referred to in Section 29, Subsection 11 of Act CLV of 1997 on consumer protection.

Contact information of the Győr-Moson-Sopron County Conciliation Board:

Address: 9021 Győr, Szent István u. 10/A.

Telephone number: 06-96-520-217

Facsimile: 06-96-316-218

E-mail: [bekeltetotestulet@gymiskik.hu](mailto:bekeltetotestulet@gymiskik.hu)

web: [www.gymiskik.hu](http://www.gymiskik.hu)

In case of cross-border consumer disputes with regard to online sale and purchase contracts, the consumer may resolve their cross-border disputes with regard to online

purchases electronically, by lodging an electronic complaint through the online platform available to them on the link below:

<https://webgate.acceptance.ec.europa.eu/odr/main/?event=main.home.show>

In Hungary, the Budapest Conciliation Board (BCB) is entitled to proceed in cross-border legal disputes between consumers and traders pertaining to online sale and purchase or service agreements.

Court proceedings. The Visitor is entitled to pursue his/her claim arising from the consumer dispute before the courts, in the scope of the provisions of the Civil Code and Act CXXX of 2016 on civil procedure.

6.4. Under Section 4, Paragraph 8 of the Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts concluded between consumers and businesses (hereinafter referred to as Government Decree), service contract means all contracts other than sale and purchase contracts, under which a business provides a service or undertakes to provide a service to a consumer, whereas the consumer pays or undertakes to pay consideration for the service. With respect to the fact that the contract concluded for the use of the Website between the Service Provider and the Visitor is free (furthermore, that the Service Provider does not constitute an organizer of the specific Event), the right to withdraw from the contract or terminate it by a unilateral declaration, without providing reasons thereto, laid down in Section 20, Subsection 1 of the Government Decree shall not be applied to this contract, nevertheless, based on the provisions set out in Section 3.2. of this GTC, the Service Provider shall delete the Visitor's account at his/her request, by which the contract concluded by and between them terminates. With respect to the nature of the service and ensuring the use of the already purchased tickets, the visitor's account shall only be deleted if the Visitor does not have any ticket purchased for consideration.

6.5. Under Section 11, Subsection 1, Paragraph o) of Government Decree No. 45/2014. (II.26.) on the detailed rules of contracts concluded between consumers and businesses, the Service Provider informs the Visitor that there is no code of conduct as referred to in the Act on the prohibition of unfair commercial practices against consumers at the Service Provider. Complying with the requirement of the effective provision of information to the consumer, the Service Provider informs the Visitor in this Section of the title and availability of the legal acts with regard to the exercising of his/right and fulfilling his/her obligations.

- Act V of 2013 on the Civil Code:  
[http://njt.hu/translated/doc/J2013T0005P\\_20200903\\_FIN.pdf](http://njt.hu/translated/doc/J2013T0005P_20200903_FIN.pdf)
- Act XLVII of 2008 on the prohibition of unfair commercial practices against consumers <https://net.jogtar.hu/jogszabaly?docid=a0800047.tv>
- Act CVIII of 2001 on electronic commerce and on information society services <https://net.jogtar.hu/jogszabaly?docid=a0100108.tv>
- Government Decree No. 45/2014. (II.26.) on the detailed rules of contracts concluded between consumers and businesses  
<https://net.jogtar.hu/jogszabaly?docid=a1400045.kor>
- Act CLIV of 1997 on consumer protection:  
[http://njt.hu/translated/doc/J1997T0155P\\_20190901\\_FIN.pdf](http://njt.hu/translated/doc/J1997T0155P_20190901_FIN.pdf)

## 7. Intellectual property rights

7.1. The entirety of the Website and all of its elements are protected by copyright. The copyright holder or licenced user of the Website and the content, copyright work, and any other intellectual properties such as graphic solutions, graphics, structure of the webpage, information available at the Website, data processing principle, etc. available on the Website, is the Service Provider. The exclusive copyright holder of the cloud Software (hereinafter referred to as **Software**) providing the services available to the Visitor on the Website, is the Service Provider.

7.2. By using the services on the Website, the Visitor shall acquire a licence to use the Software. The licence to use only grants rights to the specific Visitor, it is non-transferable, and it is bound to the use of the services of the Website to its extent and in its duration, that is, the licence to use is limited.

7.3. The intellectual property protected by copyright which may be found on and forming the Website may not be used, utilized, multiplied, or stored in any form without the prior written consent of the Service Provider (not including the provisions set out in Section 7.2.).

## 8. Miscellaneous provisions

8.1. The use of the Website and the services available thereon assumes the knowledge of the technical limits of the internet and the accepting the possibilities of errors of the technology on the Organizer's part.

8.2. The Service Provider is entitled to unilaterally amend the provisions of this GTC at any time, simultaneously with providing information to the Visitors thereof. The amendment of the GTC may not be more detrimental to the Visitor who constitutes a consumer when it comes to performance, furthermore, it may not affect the already acquired rights of the consumer.

8.3. The Service Provider has complied with its obligation laid down in Section 11 of the Government Decree No. 45/2014. (II.26.) on the detailed rules of contracts concluded between consumers and businesses by this GTC.

8.4. If the Visitor does not constitute a consumer under Section 7, Subsection 1, Paragraph 5 of Act CXXX of 2016 on the civil procedure, then for any disputes deriving from or relating to this General Terms and Conditions, the court of the registered seat of the Service Provider shall have exclusive jurisdiction. Contracting parties shall take all the necessary measures to resolve their possible disputes by negotiations. Should this fail, the contracting parties, depending on competence, shall confer the jurisdiction of the Győr District Court or the Győr Regional Court. This agreement conferring jurisdiction does not extend to such legal proceedings, either the plaintiff or the defendant of which is a consumer.

8.5. The Service Provider is entitled to assign contracts concluded under these GTC to third parties at any time. By accepting the GTC, the Visitor expressly consents to the assignment of its contract with the Service Provider and acknowledges that, following the assignment, the service will be provided by the party that replaces the Service Provider in the contract.

8.6. Any issues not regulated in this GTC shall be governed by the provisions of Hungarian law. If the Visitor concluded the contract on the Hungarian interface of the Website, by accepting the Hungarian GTC, then the Hungarian text shall be governing while interpreting the contract. If the Visitor concluded the contract on the English interface of the Website, by accepting the English GTC, then the English text shall be governing while interpreting the contract.

8.7. This GTC shall enter into force on 16<sup>th</sup> December 2022

Győr, 14<sup>th</sup> December 2022