

# General Terms and Conditions For Organizers

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 no.: 13116057-2-08, 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 Organizer (hereinafter referred to as **Organizer**) using the electronic commerce services offered on the Website by the Service Provider (Service Provider and Organizer hereinafter collectively referred to as **Parties**).

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

1.1. The scope of this GTC shall extend to any electronic commerce services which are available for the Organizer through the Website for free or for consideration. Furthermore, the scope of this GTC shall extend to any commercial activity for which the Service Provider and the Organizer (as Parties) conclude a contract with regard to the use of the Website, provided that the Organizer has accepted the GTC at least by implied conduct prior to the use of the services unless the Parties have concluded a contract with individual content following the request for a specific offer and the specific individual offer provides for differently (eg. it specifically excludes the application of this GTC).

1.2. The contract pertaining to the services provided on the Website shall be established between the Service Provider and the Organizer by registering on the Website and by confirming the orders of the services under Section 6, or in case Events Without Organizer’s Registration, by creating the event.

1.3. The Service Provider facilitates the establishment of the legal relationship between the Organizers and the Visitors, therefore it constitutes an intermediary service provider, more specifically, an application supplier under Section 2, Paragraph l), Subparagraph le) and Paragraph m) of Act CVIII of 2001 on electronic commerce and on information society services. The Service Provider does not constitute the organizer or co-organizer of the particular event or any other party actively contributing to the conducting thereof. The services of the Service Provider and the Organizer are separated, the Organizer shall be liable for conducting the events based on the advertised information. As to the remainder, the liability rules shall be included in Section 8 of this GTC.

1.4. The services of the Website may be used by either natural or legal persons or legal entities not having legal personality, provided that they register on the Website and accept the provisions of this GTC at least by implied conduct. Should the Organizer be a natural person acting outside its 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), then it shall be deemed a consumer and the provisions of Section 7 of this GTC shall be governing. If the Organizer does

not constitute a consumer under this Section, then the provisions of Section 7 of this GTC shall not be governing.

1.5. The contract between the Parties established pertaining to the service offered on the Website does not constitute a written contract, the Service Provider shall only retain it, keep record of it and make it retrievable electronically.

1.6. The Website is operated by the Service Provider, the contact details of which are the following:

Company name: SZINTÉZIS-NET Szoftverfejlesztő és Szolgáltató Korlátolt Felelősségű Társaság  
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

## 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 (especially: organize, sell, conduct) and publish events on the Website to which the visitors, by using the Website, may register and purchase tickets for free or for a consideration.

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, furthermore, which is organized solely in the scope of liability of the Organizer. From the Events, events providing limited functionality (**Event 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. Without prior registration on the Website, only the Event Without Organizer's Registration may be created.

2.3. **Organizer:** the umbrella term of any natural persons, legal persons, or legal entities not having legal personality who may create Events for the purposes of advertising, organizing, and conducting any Event on the Website in their own interest, whether it is carried out without or following registration.

2.4. **Visitor:** Any such person having a user's 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 on an individual subdomain, 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.

### **3. General description of the services available on the Website**

**3.1. Events Without Organizer's Registration:** Following the creation of the Event on the Website, the Organizer using the service is entitled to modify the main data indicated in Section 4 of this GTC. Furthermore, the Organizer is entitled to update the data of the Event and to use specific organizational services under the URL provided on the Website, even after the creation of said Event. These services include especially: viewing the landing page, editing the Event, withdrawing access for the public (Unpublish), deleting the event. There is also a possibility to download the TicketNinja application and to view the list of participants, moreover, to share the Event.

**3.2. Pro Events:** Following registration on the Website, the Organizer intending to create this type of Event shall be granted access to the administration interface. The Organizer may create any number of Events on the administration interface, under its own account. The Organizer may invite more persons (administrators) in order to manage the Events, who shall have the exact same rights as the Organizer with regard to the managing of the Event. During the creation of a specific Event, the data pertaining to the event may be provided, which data is included in detail in Section 5 of this GTC. Following the creation of the Event, by using the organizational functions, data regarding performers, locations, programs, and tickets may also be managed. There is also the possibility to assign programs to the tickets, which sets forth, what type of events may the Visitor take part in with such a ticket. (The Service Provider provides its own mobile application called TicketNinja for checking and monitoring the right to use the service and the right of participation).

### **4. Creating Events Without Organizer's Registration and the specification of the pertaining services**

**4.1. In case of Event Without Organizer's Registration,** registration on the Website is not required, nevertheless, the following main data shall be given with regard to the Event: name, starting and ending date of the event, default language (Default language), and the time zone of the event (Event time zone). The tagline (Tagline) and the description of the Event (Event description) may also be provided here. Subsequently, the venue of the Event may also be provided. In order to create the event, it is required to provide the main data of the free ticket, which shall appear on the Website. Subsequently, the landing page of the Event may be customized by selecting from the categories of the events offered by the system and by providing a picture offered by the Website or a picture of the Organizer's choosing, uploaded by the inserting or adding thereof by the Organizer. Lastly, the prefix of the URL ensuring the access to the landing page of the Event shall also be provided (the entire URL necessarily ends to "ticketninja.io"), and the e-mail address for contacting (Contact e-mail), moreover, a telephone number for keeping in contact may also be given. Finalizing the process and making the landing page of the Event accessible to the public may be carried out after clicking on the Publish button (Publish) and after

accepting the GTC and after it was confirmed that the Privacy Policy was made known; the path of the site is included in the appearing URL.

## 5. Creating Pro Events and the specification of the pertaining services

**5.1. Registration and Organizer's profile:** For the creation of the Pro Event, registration is required, in the course of which the Organizer shall provide its e-mail address, name, and password. Subsequently, the Service Provider shall send a confirming e-mail to the e-mail address provided by the Organizer and the Organizer's account may be activated by clicking on the link sent in the e-mail. The registration shall be finished by clicking on the Next button after providing the following data: name of the organization, name, country, county, ZIP code and address of invoicing, e-mail address of the contact person regarding data processing, e-mail address of the contact person in financial matters, furthermore, the fact that whether the Organizer requires an invoice issued for a company (in this case, the tax number and EU VAT number shall also be provided). The organization's data may be amended after registration.

In the Organizer's profile, there is a possibility to add more users by providing their role and function (administrator or owner), furthermore, the expected costs of the Events may also be monitored and the invoices issued by the Service Provider may be paid.

**5.2. Creating the Pro Event:** For the creation of the Pro Event, it is required to provide the name, starting and ending date of the Event, the starting and ending date of distribution of tickets, the e-mail address of the contact person, the language of the event, the time zone, currency, and category. Furthermore, the starting and ending time, the location, and a telephone number for keeping in contact may also be provided.

**5.3.** Following the creation of the Event, the Organizer may customize the data of the Event in the following menu items:

- Event
- Programs
- Tickets
- Visitors
- Marketing
- Landing page
- Registration page
- Entry

**5.4.** The Organizer may edit the general data of the Event in the **Events** menu item, moreover, it may monitor the data regarding the income and distribution of tickets on a statistical interface, in a transparent manner.

**5.5.** Under the **Programs** menu item, the Organizer may offer programs in the Event, the name, starting and ending date, location, type, category, language, and performers may also be provided, and it can search for the programs (by name or by the parameters offered by the Website). The Organizer may also set the option, whether the specific Program should appear on the landing page, whether the program should be highlighted (if so, then these types of programs appear firstly on the landing page as a kind of extract and the other programs shall appear after clicking on a button), and it shall also provide a description of the program.

The Organizer may also provide the settings for the registration of the Visitors, including the period of registration for programs (and the settings with regard to the e-mail notifications pertaining to this period). The Organizer may manage the possible conflicts between the programs as regards to their data (for any case when there is an overlap in time with respect to the Visitor's programs) and it may also manage the waiting lists.

The Organizer may set the locations and it may carry out searches by keywords for the provided locations. During the provision of locations, it is required to provide the name of the location, and apart from that, the address, the availability on the landing page, and the description of the location may also be provided.

The Organizer may provide information about performers, during which the Organizer shall at least provide the name of the performer. Beyond that, the position of the performer, the company name, the webpage of the company, categories, the availability on the landing page and social media links (Facebook, Twitter, Instagram, LinkedIn), introduction and presentation of the company may also be provided.

5.6. Under the menu item ***Tickets***, the Organizer may provide ticket types, by determining the name, price of the tickets, limits with regard to the quantity to be sold, the minimum quantity which may be ordered, it shall indicate the popular tickets, furthermore, it may provide (modify) the settings with respect to the distribution of tickets. Beyond that, the Organizer may set forth, whether the particular type of ticket includes a meal. Moreover, the Organizer may carry out searches for the tickets by keywords and by the parameters determined by the Website.

5.7. Under the menu item ***Visitors***, the Organizer may search for the Visitors purchasing tickets for the Event (by identification information, name, contact details, booked tickets, unsuccessfully booked or purchased tickets, account and reference number of the order). Under this menu item, the Organizer may also print passes and export the list of the Visitors. Furthermore, the Organizer may retrieve the state of the registrations for the programs, to search for administrators with regard to the tickets, and to carry out searches for the orders by keywords or by parameters.

5.8. Under the menu item ***Marketing***, the Organizer may provide coupons and it may carry out searches by keywords. For creating coupons, the name, code, type of the coupons, the amount of the discount, the quantity (number) of the coupons, moreover, the starting and ending date of the validity may also be given, and it may be determined whether the coupon constitutes an active coupon or not. The Organizer may also provide, that for which type of ticket is the coupon valid, even in a manner that the coupon should be valid for all types of tickets. Under the menu item Marketing, the Website also ensures the possibility for the Organizer to generate a coupon code.

Under the menu item Marketing and sub-item of "Individual registration box", the Organizer may add individual registration boxes and it may determine its order, visibility, and the possibility of modification, as well as the possibility to assign them for a type of tickets. The type of individual registration boxes may be selected from the following types: text, telephone number, number, simple choice, multiple choice.

Under the menu item Marketing, the Organizer may also carry out search engine optimization (SEO) settings and it may upload Policies, furthermore, it may send newsletters by the interconnection with the system of MailChimp. By uploading Policies, the Organizer may determine the name and type (standard or data

processing) of the policy and it may also set whether the policy in question should appear in the footer of the landing page and whether accepting said policy is required or not. With respect to the policy, the Organizer may determine the type of the content and the content of the policy itself (by inserting it into a textbox).

5.9. Under the menu item **Landing page**, the Organizer may set the Sponsors, in the course of which setting at least providing the name of the sponsor is required, and besides that, categories, the address of the sponsor's webpage, and the supported programs (by categories and types) may be provided.

On the Landing page, Offers for accommodation may also be provided and searches may be carried out among the provided accommodation offers. At the data of the Offers for accommodation, at least the name and address of the accommodation shall be provided. In addition thereto, price information, rating, availability on the landing page, and description may also be given.

Furthermore, frequently asked questions (F.A.Q.) may also be provided on the Landing page by indicating the question and the response.

The design of the Landing page may be customized with respect to the following: header, colours, letters, community, domain, menu items. Apart therefrom, the preview of the Landing page may also be viewed.

5.10. Under the menu item **Registration page**, the Organizer may customize the design of the Registration page with respect to the following: subtitle appearing in the header, title and subtitle appearing in the description, and the description itself. On the Registration page, frequently asked questions (F.A.Q.) may also be provided, by indicating the question and the response. The preview of the Registration may also be viewed.

5.11. Under the menu item **Entry**, the Organizer may provide the PIN codes for entry or it may have the Website generate one, furthermore, it may carry out searches among the registered Visitors and it may be granted access to the path for downloading the TicketNinja application.

5.12. The Organizer may also set **Livestreaming** to the Event. Should the Organizer activate this option, then there shall be a button of "Livestreaming" in the header of the landing page of the Event. By clicking on this button, the Visitors may receive public or protected information on Livestreaming. Public information may be viewed by anyone, whereas to the protected information only such a person may gain access, who purchased the ticket provided by the Organizer.

5.13. Under the menu item **Payment options**, the Organizer may set the available payment methods and it may set the invoicing system, and it may also use Api integrations (by generating Api tokens), by the use of which it makes certain services of the Website accessible and usable for other programs, as provided for by the functionality and restrictions indicated on the Website. Payment methods which may be used 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, and this fact is not indicated in the TicketNinja system at the order in question, 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.

5.14. Furthermore, the Organizer may set the invoicing system to be applied, as well as integrations. Payments made by the Visitors shall not be credited to the bank account of the Service Provider, the Service Provider may not perform any financial transaction with such payments (including collection or commission management), it shall not manage these amounts. Payments from the Visitors shall be made directly to the PayPal account of the Organizer, to the SimplePay point-of-sale locations, or to the bank account of the Organizer. With respect thereto, the Organizer is exclusively liable for the issuance of the invoice.

## **6. Usage fee for the services provided on the Website and payment conditions**

6.1. The Organizer may create an unlimited number of **Events Without Organizer's Registration** without any remuneration. With respect to the Event, the Organizer shall provide such services for free which shall be specifically indicated as such for the particular type of events on the homepage of the Website (especially: creating a free ticket, exporting Visitors, ensuring the subdomain of ticketninja.io), furthermore, it shall provide such functions which are included in Section 4 of this GTC.

6.2. In case of Pro Event, the Organizer undertakes to provide the services indicated in the Pro Event column on the homepage of the Website for a fee indicated there (especially customizing the Website as set forth in Section of this GTC, the possibility

to set out distribution periods, payment and invoicing, managing of programs, managing of performers, program registration, entry with mobile application, ensuring individual domain). In case of an individual domain, the Organizer may charge a separate fee according to the charging of fees clearly indicated (with a star) on the homepage of the Website, and the request for an individual domain does not mean a domain registration or the cooperation therein by the Service Provider, it merely ensures the possibility to use of the domain previously registered by the Organizer. In case of Pro Events, the Event may appear under the menu item "Events" of the Website, and the Service Provider may freely decide on the size and order of such visualization on the Website. Payment of the fee with regards to the Pro Events may be performed by bank transfer, and the deadline for such payment is the 8. day following the issuing of the invoice.

**6.3. "Pay as you go" payment method:** Based on the so-called "pay as you go" payment solution available in case of Pro Events on the Website, the Organizer is entitled to consideration for the number of tickets sold and the prices thereof paid by the Visitor. The amount of the fee to be paid: HUF 150 + VAT/ticket + 5 % + VAT of the gross prices of the tickets with regard to the distributed tickets. The fee calculated for the purchased tickets shall be paid to the Service Provider even if the event is cancelled. Base fee: HUF 150 + VAT + 5 % of the gross price of the tickets.

6.4. The Organizer is entitled to request individual solutions (especially with regard to the manner and period according to which they shall account for and with regard to the determination of services). Should the individual request for offer between the Parties and the contract to be established by the acceptance thereof by the other party show a relevant distinction in any of its essential content from this GTC, then the contract of the Parties shall constitute an individual contract. For any issues not regulated or not regulated to the appropriate extent in the individual contract established between the Parties, the provisions of this GTC shall be governing, unless the Parties have specifically excluded the application of this GTC in their individual contract.

## **7. Special rules with respect to the Organizer constituting a consumer**

7.1. Should the Organizer be 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), then he/she shall constitute a consumer and the provisions of Section 7 shall be applied to him/her. For this case, the Service Provider shall comply with its obligation to provide information under Section 11 of Government Decree No. 45/2014. (II.26.) (hereinafter referred to as Government Decree) by Section 7 of this GTC.

7.2. The consumer received detailed information on the essential characteristics of the service of the contract by Sections 1., 2., 3., 4. and 5 of this GTC.

7.3. The consumer received information of the name, the postal address of the registered seat, and the e-mail address of the Service Provider in Section 1 of this GTC.

7.4. The place of the business activity of the Service Provider does not differ from the postal address of the registered seat, consequently, the consumer may send his/her complaints to said address.

7.5. The consumer received prior detailed information of the full amount of the consideration for the service of the contract, increased by taxes and the method of

calculation on the homepage of the Website and, in course of creating the Event, on the Website.

7.6. In case of contracts concluded for an indefinite period ("pay as you go" pertaining Pro Events), the entire amount of the consideration (fee) shall include any and all costs of the invoicing period. Should the Organizer wish to place the landing page of the Event to its separate subdomain (not the subdomain of ticketninja.io), then he/she shall pay the current fee indicated on the Website therefor.

7.7. The conditions of performance are included in Sections 4 and 5 of the GTC, whereas the provisions with regard to the fees are included in Section 6. The manner of complaint management of the undertaking is included in Section 7.16. of this GTC.

7.8. The consumer, beyond the right to unilateral termination within 14 days provided for in the Government Decree, is entitled to unilaterally terminate the contract at any time, without giving reasons thereof.

According to the abovementioned, the right to unilateral termination shall be deemed exercised if the consumer sends his/her declaration within fourteen days after the day of the conclusion of the contract. The consumer shall bear the burden of proof with respect to the fact that he/she exercised its right to unilateral termination in accordance with Section 22 of the Government Decree.

If it was the consumer who made an offer for the conclusion of the contract, then prior to such conclusion, the consumer is entitled to cancel the offer which terminates the fact of being bound by the offer pertaining to the conclusion of the contract.

The consumer may exercise his/her right to unilateral termination without providing reasons thereof according to the Government Decree by the use of the declaration sample comprising Annex 2 of the Government Decree which may also be found in this Section, or by a clear declaration pertaining thereto.

The Service Provider may also ensure the right to unilateral termination for the consumer on the Website. In this case, the undertaking immediately confirms the delivery of the consumer's declaration in a durable medium (eg. via e-mail).

***Sample for declaration of unilateral termination***

*(only to be filled out and to be sent in case of withdrawal/unilateral termination intent with regard to the contract)*

*Addressee: SZINTÉZIS-NET Szoftverfejlesztő és Szolgáltató Korlátolt Felelősségű Társaság (registered seat: 9024 Győr, Vasvári Pál út 1/C.*

*Undersigned, I/we shall declare that I/we hereby exercise my/our right to unilateral termination with respect to the contract for the following service: \**

*Date of conclusion of the contract/delivery: \**

*Name of the consumer(s):*

*Address of the consumer(s):*

*Signature of the consumer(s): (only in case of a declaration made on paper)*

*Date*

7.9. Should the consumer exercise his/her right to unilateral termination as laid down in the Government Decree following the starting date of performance, then he/she is obligated to pay the reasonable costs of the Service Provider.

7.10. In case of defective performance on the part of the Service Provider, he/she may pursue warranty claims against the Service Provider. In case of a consumer contract,

the consumer may pursue his/her warranty claims within 2 years of statute of limitations after the date of delivery. The performance of the Service Provider is not defective if the consumer knew or should have known of the defect at the date of concluding the contract. If the contract was not concluded with a consumer, then the warranty claims may be pursued within 1 year of statute of limitations after the date of delivery. With respect to the determination of defective performance, the state, services, and functions of the Website at the date of the acceptance of this GTC shall be governing, the Service Provider shall warrant the appropriate operation thereof. In the scope of the claim indicated in the framework of warranty, the consumer may not request further development as the individual claim for development shall be deemed as a separate order.

Under Section 6:178, Subsections 1 and 2 of the Civil Code, the consumer is entitled to claim that the Service Provider should warrant by the application of warranty rules that the Website is appropriate for the intended use, utilization, and exploitation as set forth in the contract and such use, utilization and exploitation is not hindered or restricted by the right of a third person.

7.11. The Service Provider shall only undertake to maintain customer service or provide continuous technical support upon the separate, individual agreement of the Parties. This shall not exempt the Service Provider from its obligation to comply with its complaint management obligation set forth in Section 7.15. within the deadline laid down by law.

7.12. There is no code of conduct at the Service Provider as laid down in the Act on the prohibition of unfair commercial practices against consumers, the Service Provider shall not prepare and accept such as being bound by it.

7.13. Beyond the possibility of unilateral termination as set out in the Government Decree, the contract between the Service Provider and the Organizer may be unilaterally terminated at any time. The Organizer is only obligated to compensate for the already provided services in a manner that is proportionate to the time and quantity thereof.

7.14. The operation and the functions of the Website are determined by Sections 3., 4. and 5. of this GTC. The consumer only acquires the licence to use with respect to the use of the Website to the extent determined in Section 9 of this GTC.

7.15. The Website may operate with both Windows and MAC desktop systems, it supports the latest version of the web browsers of Internet Edge, Mozilla, and Chrome.

7.16. Contentious and out-of-court complaint management methods and the possibility to turn to the conciliation board:

The consumer may submit his/her complaints in writing, in a letter/e-mail to be sent to the following addresses and orally, to the following telephone number:

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

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

The Service Provider shall examine the written complaints within 30 days after their delivery and it shall reply to them on the merits. Should the consumer disagree with the Service Provider's response, then he/she may lodge his/her complaint to the competent consumer protection authority (currently: Government Office), conciliation board, or court.

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

a.) Lodging a complaint to the consumer protection authorities (currently to the Government Office). Should the consumer notice the violation of his/her consumer rights, then he/she is entitled to lodge a complaint to the competent consumer protection authority of his/her domestic or habitual residence. Following the resolution with regard to the complaint, the authority shall decide on the carrying out of the consumer protection procedure.

b.) 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 consumer 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)

c.) 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.

d.) Court proceedings. The consumer 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.

## **8. Liability rules, notification and removal procedure**

8.1. With respect to the fact that the Service Provider facilitates the establishment of the legal relationship between the Organizers and the Visitors under Section 1.3. of this GTC, the Service Provider constitutes an intermediary service provider, more specifically, an application supplier under Section 2, Paragraph l), Subparagraph le) and Paragraph m) of Act CVIII of 2001 on electronic commerce and on information society services (hereinafter referred to as Electronic Commerce Act).

8.2. Under Section 7 of the Electronic Commerce Act, the Service Provider shall be liable for the information provided by it. Nonetheless, as the Service Provider constitutes an intermediary service provider pursuant to the Electronic Commerce Act, it shall not be liable for the information transmitted, stored, or made access to by the services in connection with the information society by the intermediary service provider, which information was provided by another person, provided that the conditions in Sections 8-11 of the Electronic Commerce Act are met.

8.3. In the course of using the Website, the Organizer is obligated to refrain from providing or uploading of either textual content, or images, or publishing them in any other manner which violate the rights of third persons (especially the rights of third persons laid down in Section 13 of the Electronic Commerce Act). Should the Organizer fail to comply with this provision, it acknowledges that the Service Provider is entitled to remove the content in question by conducting the notification and removal procedure under Section 13 of the Electronic Commerce Act or to remove them based on its own decision with regard to violations to which the scope of the Electronic Commerce Act does not extend. The Organizer may not claim any damages for the removal of the content for the reasons indicated above, however, this exclusion is not to be applied to Organizers who constitute consumers.

8.4. The Organizer is obligated to comply with the provisions laid down in Act XLVIII of 2008 on the essential conditions of and certain limitations to business advertising activity, especially the general prohibitions and limitations on advertising (provision of Sections 7-12) and the restrictions and limitations regarding the advertising of certain goods and in connection thereof, restrictions and limitations regarding sponsoring (provisions of Sections 14-22).

8.5. 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 Organizer's part due to cancellation, unsatisfactory organization (including claims for damages which the Visitors pursue against the Organizers), as well as for any damage arisen on the Event.

8.6. The Service Provider is not liable for any damage which occurs in the course of using the Website or as a consequence thereof, either at the Organizer, or at any employee, contributor of the Organizer, or at any Visitor. The Organizer is liable to assess, how it may protect its data stored on its computer devices against any possible intrusion. This exclusion of liability does not extend to the Organizers who constitute consumers.

Neither is the liability of the Organizer determined in case of force majeure. Force majeure are especially such defects occurred in the internet networks which hinder the proper operation of the Website, and the cases when the data sent and received on the internet is lost due to the malfunction. The Organizer acknowledges that due to the nature of the internet, the continuous operation of the Website may be interrupted without the prior knowledge and in spite of the intent of the Service Provider. Accordingly, the Service Provider does not guarantee the undisturbed operation and the operation of the Website and its pertaining services, free from defects, and that the access to such services shall be continuous or free from defects.

The Service Provider excludes any and all warranty claims with regard 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 Organizer who constitutes a consumer.

8.7. Following the provision of the registration box, the Organizer **shall be liable for the processing of the data acquired from the Visitors as a controller. With regard thereto, the Service Provider expressly draws the attention of the Organizer to the fact that during the processing of the Visitors' data, the Organizer shall comply with the relevant provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR) and Act CXII of 2011 on the right of informational self-determination and on freedom of information, and in the scope of which it shall have legal basis for the processing of the data and it shall provide information in accordance with the abovementioned legal acts to the Visitors as data subjects. In relation thereto, by this GTC, the Service Provider shall also draw the attention of the Organizer to the fact that the Website provides the possibility and function (from the sub menu item of "Policies" of the menu item Marketing) for the uploading of its Privacy Policy and for the implementation into the process of the Visitors' registration for events, moreover, the Service Provider shall draw the attention of the Organizer to the fact that the Service Provider may only carry out data processing activity with regard to the data provided by the Visitors, for data processing purposes determined in the Privacy Policy and provided by the Service Provider to the Visitors and it shall bear no liability for the data processing activity of the Organizer.**

8.8. By this GTC, the Service Provider shall also draw the attention of the Organizer to the fact that it is advised to also upload the General Terms and Conditions for the regulation of the legal relationship between the Organizer and the Visitor, with respect to the fact that such a legal relationship is established between the Organizer and the Visitor pertaining to the conducting of the Event,

which the Service Provider is not a party to. With regard thereto, the GTC and the Privacy Policy applied to the legal relationship by the Service Provider with the Organizer, and with the Visitor, does not regulate the legal relationship between the Organizer and the Visitor.

**8.9. The Organizer undertakes that it shall firstly be liable for any such claims, secondly for any such damage, which the Service Provider is affected by due to the conduct or omission of the Organizer, with regard to the use of the Website or due to the violation of this GTC.**

## **9. Rules on intellectual property**

9.1. The entirety of the Website and all of its elements are protected by copyright. The Website and the content available on the Website constitute copyright work, the copyright holder or the licenced user of which is the Service Provider. The exclusive copyright holder of the cloud Software (hereinafter referred to as **Software**) providing the services available to the Organizer on the Website, is the Service Provider.

9.2. By using the services on the Website, the Organizer shall acquire a licence to use the Software. The licence to use only grants rights to the specific Organizer, 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 with regard to the period for which a consideration is paid, is limited.

9.3. 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 9.2.).

9.4. During the use of the Website, the Organizer shall refrain from the provision or uploading of such content (whether it is textual content or content of images), which would violate the rights of third persons (especially copyrights or intellectual property rights). If the Organizer fails to comply with this provision, it acknowledges that the Service Provider is entitled to temporarily remove or deny access to the concerned content based on the rules of the notification and the removal procedure set out in Section 8 of this GTC.

9.5. Should any third person as an entitled person notice any such content on the Website which violates his/her copyright or intellectual property right and should the third person notify in writing or via e-mail the Service Provider thereof, then the Service Provider shall conduct the notification and removal procedure under Section 8 of this GTC or it shall reach a decision with regard to the claim in case of its own content.

## **10. Miscellaneous**

10.1. The use of the Website and the services available thereon assumes the knowledge of the technical limits of the internet and the accepting of the possibilities of errors of the technology on the Organizer's part. The detailed description of the services and the information with regard to the operation of the Website is included in the Support available on the Website.

10.2. 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.

10.3. The Service Provider is entitled to unilaterally amend the provisions of this GTC at any time, simultaneously with providing information to the Organizers thereof. The amendment of the GTC may not be more detrimental to the Organizer for the period in which the Parties account for with each other when it comes to the contract of continuous performance.

10.4. The Service Provider shall be entitled to assign the contracts concluded under these GTC to third parties at any time. By accepting the GTC, the Organizer 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.

10.5. Any issues not regulated in this GTC shall be governed by the provisions of Hungarian law. If the Organizer 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 Organizer 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.

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

Győr, 14<sup>th</sup> December 2022