

BB365
Application and website terms of use
v1.0 – Effective from: 1 May 2021

1. General information

- 1.1 These terms of use (hereinafter: "**Terms of Use**") govern the terms and conditions of use of the BalatonBike365 mobile application (hereinafter: "**Application**") and the related website: <https://www.balatonbike365.hu/> (the "**Website**"), under which any user (hereinafter: "**User**" or "**You**") of the Application and the Website (the Application and the Website hereinafter together: "**Platform**") may use the services provided by the Platform.
- 1.2 For the purposes of these Terms of Use, a User is any person who downloads the Application and/or visits the Website and use the Application and/or the Website in order to use the services available there with and/or without registration and who accepts these Terms of Use.
- 1.3 The Platform provides services that enable bicycle-friendly Users to organise and participate in bicycle tours or other recreational activities around Lake Balaton, alone or jointly with others, by visiting points of interest, locations and places of interest or specific service providers available on the Platform that someone may find useful or interesting (hereinafter collectively: "**POI**"), where Users can engage in recreational activities or use the services provided by the POIs available.

2. Term and conclusion of the contract

- 2.1 By accepting these Terms of Use, a contract is concluded between You and the Magyar Kerékpáros Szövetség (registered office: Szabó J. u. 3, H-1146 Budapest, Hungary; telephone: +36 30 799 3932, email: info@bringasport.hu, court of registration: Metropolitan Court Budapest, registration number: 01-07-0000018, tax number: 18160817-2-42; hereinafter referred to as "**MKSZ**" or "**we**" or "**us**"). By accepting these Terms of Use the contract is concluded with You by electronic means. Acceptance of these Terms of Use does not constitute a written contract, and through the Platform, You may any time access and download these Terms of Use or store them on any data carrier or electronic medium, as well as access and reproduce them. Before making any legally binding statement, we will provide You with the technical means to identify and correct any errors in the electronic recording of data.
- 2.2 By accepting these Terms of Use, the contract between You and MKSZ is concluded for an indefinite period of time and will remain in force until terminated by You or MKSZ as set forth in these Terms of Use.
- 2.3 The Terms of Use will become effective when You receive confirmation by email or when You are able to use the features and services available through the Platform, whichever comes earlier. Once the Terms of Use become effective, You will be deemed to have concluded an agreement with us under these Terms of Use.

3. Use of the Platform

- 3.1 The Application can be freely downloaded and installed via the Apple App Store and the Google Play application stores.

These application stores may impose additional terms and conditions on download, install and use of this Application, therefore we kindly ask You to review them before download.

- Google Play Store: https://play.google.com/intl/en-GB_hu/about/play-terms/index.html
- Apple App Store: <https://www.apple.com/legal/>

The User acknowledges that he/she has read and understood the terms and conditions of the Apple App Store or Google Play Store available at the links above and that the User is bound by the provisions contained therein, including, without limitation, the provisions regarding the use of the Apple App Store, Google Play Store. By accepting these Terms of Use, the User accepts that MKSZ has no control over the policies and operation of the Apple App Store and Google Play Store.

3.2 The Website is accessible via the domain <https://www.balatonbike365.hu/>

4. Registration

4.1 To use certain features and services of the Platform (in particular, commenting, messaging, rating, saving tours, making POI recommendations), You must register on the Application or on the Website. By registering, You create a user account. You can use the functions and services of the Platform once You have filled in the registration form correctly, accurately and completely with valid data, and You have accepted these Terms of Use, read the relevant privacy policy and finished with the registration process. By accepting the Terms of Use, i.e., by ticking the related checkbox, You agree to comply with these Terms of Use when using the Platform.

4.2 Any natural person over the age of 16 of legal capacity is entitled to register on the Platform.

4.3 MKSZ implements reasonable measures to verify the accuracy of the data input or provided by the User.

4.4 MKSZ reserves the right to reject, suspend or cancel any registration.

4.5 By registering, You acknowledge that it is Your responsibility to keep Your account information and password confidential. You are responsible for any unauthorized activities that occur in Your account if the unauthorized activity was caused by you, whether negligently or intentionally. You agree to notify us immediately (by sending a notice to our postal address or email address as set out in clause 2.1) of any unauthorised use of Your account or password.

4.6 The User acknowledges and agrees that the User Account is non-transferable and that the User shall not allow any other person to access and/or use the User Account.

4.7 MKSZ reserves the right to monitor and verify the compliance of the use of the User Account with these Terms of Use. The User acknowledges and agrees that MKSZ may terminate these Terms of Use at any time and the User may be permanently banned from the Platform in the cases specified in the Terms of Use.

5. System requirements

5.1 Use of the App requires a mobile phone with Android operating system version 5.1 or later, or a mobile phone with iOS operating system version 11 or later, or other similar end-user device, and internet access with sufficient bandwidth (which may be charged by a third party, such as Your internet service provider). To access and use the Website, You must have a Windows 10 or OS X 10.15 or later operating system on Your end-user device, or a mobile phone running Android 5.1 or later, or a mobile phone running iOS 11 or later, or other similar end-user device, and sufficient bandwidth to access and use the Website (which may be charged by a third party such as Your internet service provider). The battery life of mobile devices can be drastically reduced by using the Platform, depending on the type of end-user device and the battery condition, and the software running at the same time. The User must meet the technical conditions for using the Application and/or the Website.

5.2 MKSZ has the right to determine from time-to-time which devices shall be deemed to be compatible with state-of-the-art and standards of technics. MKSZ does not provide any devices and is not responsible for the performance of any compatible device or its continued compatibility with the services and updates of the Platform.

5.3 To the extent permitted by law, MKSZ excludes its liability if the User is unable to use the Platform or only able to use the Platform to a limited extent due to Internet congestion or faults with computers or other equipment, networks, electronics or communications which are beyond the control of MKSZ.

6. Services

6.1 Recommending tours, tour planning

You have the possibility to plan routes through the Platform and to share routes with each other, complemented by the map service embedded in the Platform.

6.2 User statistics and recent activities

Through the Application You can save Your completed tours as You wish and use them to generate various statistics, which You can display both in the Application and on the Website.

6.3 Creating and managing tour groups

You may create tour groups through the Platform with Your registered friends, and You can join such groups, as well.

6.4 Location data sharing

If You are a member of a tour group, You can use this feature to share Your own geographical location with other group members, if they also turn on location sharing.

Through the Platform, You also have the possibility to share Your current geographical location with a POI of Your choice for a maximum of 60 minutes, in order to plan a route to Your current geographical location, for example to provide You repair or shuttle transfer. You can stop sharing Your geographical location at any time, also before the 60-minute period has expired by pressing the "stop" button.

6.5 POI rating

This feature allows You to provide ratings and feedback on POIs by filling in the form on the Platform, giving us the opportunity to make these ratings available to other Users.

MKSZ has the right to monitor and review the ratings You post on the Platform for compliance with these Terms of Use and applicable laws. If the content of a rating/feedback posted on the Platform is in breach of these Terms of Use or any applicable laws, or particularly, but not limited to the case, if it is obscene, vulgar or discriminatory in its manner of communication or is likely to damage the reputation, rights or rightful interests of any person or MKSZ, then MKSZ is entitled to remove the rating/feedback from the Platform.

6.6 Recommending a POI

You may add POIs that are missing from the Platform by completing the form under "Recommend a POI" in the map view of the Platform.

MKSZ is entitled to check and review the information, data and other content (including but not limited to photos) uploaded in connection with the POI for compliance with these Terms of Use and applicable laws. If MKSZ finds that any content (including but not limited to information, data, photos, etc.) uploaded by You to the Platform in any form in connection with recording the POI is in breach of these Terms of Use or any applicable laws, or infringes or may infringe the reputation, rights or legitimate interests of any third party or MKSZ, it has the right to remove the content from the Platform.

6.7 Messages and communication

Through the Platform we provide the feature for You to communicate with POIs via the Platform's instant messaging channel or the Platform's internal mail system. This gives You the opportunity to interact with POIs, and to ask questions from POIs.

6.8 Providing weather information

With this function/menu, we provide You with up-to-date information about the weather forecast for Lake Balaton's area at a given period. The purpose of this function is to help You plan Your routes and/or visit POIs in suitable weather conditions.

6.9 Additional functions

If You request, we provide You with the feature to receive notifications, newsletters, offers and notifications of important new information about the Platform and the related services.

To provide You with the best possible user experience on the Platform, we provide You with the function to track Your recent activities through the dedicated section of Your user account.

7. Termination

7.1 You may terminate these Terms of Use at any time, for any reason, by using the "DELETE PROFILE" function on the Platform and by clicking on the "Delete Profile" button and confirming Your decision to do so. We will then process Your request and ensure that Your data is irreversibly deleted, and Your account is terminated.

7.2 Without prejudice to clause 7.1, You also have the right to terminate these Terms of Use at any time, for any reason, by giving us a written notice (including email) that You wish to close Your account. We will then process Your request and ensure that Your data is irreversibly erased, and Your account is closed.

7.3 We may terminate these Terms of Use at any time, either in whole or in part, and temporarily suspend Your access to the features of the Platform by sending You a written notice (including by email or push notification to Your currently registered email address), including (but not limited to) the following reasons:

- a) You are in serious or persistent breach of any provision of the Terms of Use, which You fail to remedy (where remediable) within 5 days of receiving a written notice to do so;

- b) circumstances arise in respect of which there is a reason to suspect misuse or manipulation of the Platform;
- c) You post content (including, but not limited to, images, comments, other text) on the Platform that violates the rights or legitimate interests of any person, including, but not limited to, content that is obscene, vulgar, discriminatory or likely to damage the reputation of any person or MKSZ;
- d) If we decide not to provide any services through the Platform at all in the future.

7.4 In the event of termination of these Terms of Use for any reason, we will terminate Your User Account and we will have the right to revoke any User ID You created so that it may be used by other Users.

8. Copyright

8.1 The entire content of the Platform and the Services will remain vested in MKSZ or third parties and they are protected by applicable copyright laws with all rights reserved. All rights to the Website and/or the Application, their underlying software, content and layout are the property of MKSZ and third parties.

8.2 By accepting the Terms of Use, we grant You a limited right of personal use of the Platform and You are entitled to

- a) download the Application from the relevant application store and install and run a copy of the Application on Your Android or iOS end-user device, in accordance with these Terms of Use, for Your personal use only;
- b) make one copy for backup;
- c) receive, install and run free of charge any additional software code, patches or bug fixes to update the Application that we may provide to You as a User;
- d) access the Website through Your end-user device and use it in accordance with these Terms of Use for Your personal use only.

8.3 Except as provided in Clause 8.2, You may not sell, distribute, publish, transmit, disclose or commercially exploit the Platform or the Services in any way without the MKSZ's expressed written consent. You may not reproduce (in whole or in part), transmit (by electronic means or otherwise), modify, display, distribute, license, link to, or otherwise use the Platform for any public or commercial purpose without our prior permission.

8.4 Nothing in these Terms of Use shall be construed as granting any licence or right to use any content, image, trademark, service mark or logo used on the Platform, all of which are the property of MKSZ or third parties. MKSZ reserves all rights in and to the proprietary information or material provided through the Platform and will enforce and maintain such rights to the fullest extent of applicable copyright and trademark laws.

- 8.5 Users may post, upload or otherwise create content on the Platform (which may include, but is not limited to, images, texts, messages, information; hereinafter jointly: "**User Content**"). User agrees and warrants that, for all User Content that he/she uploads to the Platform, (i) he/she has the right and is entitled to post such User Content and (ii) such User Content and the proper use of such User Content by MKSZ is in accordance with these Terms of Use and does not infringe such rights or other titles as may be specified by applicable laws or other laws relating to intellectual property rights, publicity, privacy or other rights of any person.
- 8.6 MKSZ is entitled, but not obliged to monitor and edit User Content. In all cases, MKSZ reserves the right to remove or disable access to any User Content for any reason or without any reason, including User Content that MKSZ, in its sole discretion, believes that violates these Terms of Use. MKSZ may take these actions against You and any other third party without prior notice. Removal of or disabling access to User Content is at our sole discretion and we make no promises to remove or disable access to any specific User Content.
- 8.7 By accepting these Terms of Use, the User grants to MKSZ a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, geographically unrestricted license to use, copy, make available to the public (e.g. perform or display), publish, translate, modify, create derivative works from, or use any part of the User Content uploaded to the Platform in connection with the services available on the Platform on any medium, whether alone or jointly with other content or materials, in any manner and in any form, by any means, method or technology, whether existing or future. The granting of the aforementioned license enables MKSZ to enhance the user experience provided by the Platform and enable You to make full use of the services under these Terms of Use. Except for the rights expressly granted in these Terms of Use, all rights related to the User Content remain vested in the User, including intellectual property rights.

9. User obligations

- 9.1 In connection with the use of the Platform, the User shall comply with these Terms of Use and applicable laws and shall respect the rights of third parties.
- 9.2 Furthermore, the User shall not misuse the services available on the Platform and shall comply with the following obligations:
- a) ensure adequate physical and logical security of the Application and the end-user device running the Application. Run the Application on a compatible operating system installed with up-to-date security patches and with non-root rights;
 - b) does not duplicate, copy or stream the Platform to any other device beyond its normal use and backup;
 - c) does not compile, link, alter or modify the Platform, its source code or any part thereof, or allow the Platform or its source code to be incorporated into or used by other services or software;

- d) does not reverse engineer, decompile or disclose the source code of the Platform, in whole or in part; or create derivative works from the Platform or any part of it;
- e) if You as User permanently transfer the end-user device running the Application to another person, for example by way of gifting or selling it, You must delete the Application from the transferred end-user device.

10. Services free of charge

10.1 The Platform and the Services available through it are currently provided free of charge.

11. Data protection

11.1 MKSZ acts as the responsible data controller of Your personal data. For information about how we collect and process personal data in connection with the Platform, please refer to our respective privacy notice. The privacy notice is available here: https://balatonbike365.hu/pdf/privacypolicy_EN.pdf

12. Modification of the Terms of Use

12.1 We reserve the right to modify the Terms of Use and/or the Services or to terminate certain services or introduce new services where we reasonably deem it necessary. You as a User will be notified of changes to the Terms of Use and/or services and about new services. If the proposed changes are for Your benefit, and if we have notified You of the changes and You have accepted or continued to use the Application without objection after the effective date of the changes, You will be deemed to have accepted the modifications.

12.2 If the amended Terms of Use restrict and/or limit Your rights under these Terms of Use, we will provide You with reasonable notice in advance. We always notify You of any changes to the Terms of Use by sending You an email to Your current registered email address or by displaying the amended Terms of Use on the Platform. We indicate in this notice the date on which the amended Terms of Use will take effect. Unless the User does not object to the changes in writing (e.g., by email) within four weeks of receipt of the notification, the changes shall be deemed as accepted. If You do not wish to accept any modification to these Terms of Use, You may terminate these Terms of Use at any time (as described in Clause 7).

12.3 If we terminate, You terminate, or You do not accept these Terms of Use or any modifications to them, You must immediately terminate to use the Platform and permanently delete the Application from Your end-user device. In that case we close Your account and Your access to Your account.

13. Liability and limitation of liability

13.1 To the fullest extent permitted by applicable law, MKSZ's contractual and extra-contractual liability shall, irrespective of its legal basis (whether on warranty, contract, tort, negligence or otherwise, including for latent defects), in connection with the use of the Platform, be limited as follows:

- a) MKSZ shall be liable up to the amount of foreseeable damages typical for this type of contract due to a breach of material contractual obligations.

- b) MKSZ shall not be liable due to a breach of any non-material contractual obligations nor for any slightly negligent breach of any other duty of care applicable.
 - c) MKSZ shall not be liable for any special, indirect or consequential damages, including, but not limited to, loss of use, of data, of profits, of savings, of opportunity, of goodwill, as well as for third parties' claims (even if MKSZ has been advised of the possibility of such damage).
- 13.2 MKSZ takes all reasonable steps to keep the Platform up to date. However, it makes no warranties, neither expressed nor legislative, with respect to the content and information contained or posted on the Platform, including, but not limited to, the fitness for a particular purpose, accuracy, completeness, and any related warranties. MKSZ provides the content displayed on the Platform "as-is", and without warranty of any kind. MKSZ does not represent or warrant the accuracy, completeness, timeliness or reliability of the content of the Platform or that the use of the Platform will be uninterrupted or error-free. Users of the Platform are responsible for verifying the accuracy and currency of all information before acting on reliance on that information, and any risk associated with the use of information on the Platform is borne by its visitors. The limitations or exclusions referred to in this clause shall apply only to the extent that their application or enforcement is not excluded by mandatory provisions of law.
- 13.3 Nothing in these Terms of Use shall be construed so as to limit or exclude the liability of MKSZ for (i) death or personal injury resulting from MKSZ's negligence or the negligence of MKSZ employees or agents; (ii) wilful misconduct; (iii) breach of obligations deriving from public order rules; and (iv) any other case where MKSZ's liability may not be limited or excluded under applicable law.

14. Miscellaneous

- 14.1 These Terms of Use constitute the entire agreement between the parties relating to the use of the Platform and the services available through it and supersede any prior written or oral agreements between the parties on this subject.
- 14.2 Any different, conflicting or additional terms and conditions of the User may only be applied if expressly accepted in writing by MKSZ.
- 14.3 Modifications and amendments to the Terms of Use, and notices required to comply with them, shall be effective only in writing (including by email or by posting and acceptance of the modified Terms of Use through the Website), subject to the provisions of Clause 11. The form requirement to be in writing may only be modified in writing.
- 14.4 Subject to four weeks' prior notice to the User, MKSZ is entitled to transfer all or part of its rights and obligations under the contract concluded under these Terms of Use to another service provider. However, in this case, the User shall be entitled to terminate the contract in writing within four weeks from the date of receipt of the written notice, which shall take effect on the date of the planned transfer of the contract to the service provider replacing MKSZ. The written notice will explicitly inform the User about the right to terminate the contract. For the sake of clarity, we note that this does not affect Your right to terminate the Terms of Use.

14.5 These Terms of Use and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Hungary.

15. Consumer protection provisions

Clause 15 applies to You only if You are a consumer within the meaning of Section 8:1(1)(3) of the Hungarian Civil Code. If You are a consumer, the provisions of these Terms of Use shall not restrict Your statutory rights as a consumer or rights which cannot be derogated from by mandatory provision of law. In view of this, the provisions of this Clause 15 shall prevail over any other different provisions of the Terms of Use. We hereby provide You with information You are entitled to receive pursuant to Government Decree 45/2014 (26.II.) ("Government Decree") as follows:

a) Name of the service provider:

Please refer to Clause 2.1 of the Terms of Use

b) Seat of the service provider, place of business, postal address, Service Provider's details:

Please refer to Clause 2.1 of the Terms of Use

c) Essential characteristics of the services:

For more information on the essential characteristics of the Platform and the services available through it please refer to Clauses 3, 4, 5 and 6 of the Terms of Use.

d) The total amount of the consideration for the agreed services, plus tax, and any additional costs incurred:

Unless otherwise expressly provided in the Terms of Use, the Platform and the services through it are currently provided without any subscription fee. This is without prejudice to any fees and charges that may be charged by third party service providers (e.g. internet service providers).

e) In the case of a contract for indefinite term or a contract including a subscription:

Subject to these Terms of Use, You may use the Platform and the services available through it for an indefinite term. Unless otherwise expressly provided in the Terms of Use, we do not apply fixed-term contracts.

f) Charges for the use of a device for remote communication used for the conclusion of the contract:

In return for Your Internet, mobile or other electronic connection of an end-user device (e.g., mobile phone, etc.) that You use, Your electronic communications service provider may charge You a fee under Your individual subscription or other contract. For more information on usage rates and charges, please contact Your electronic communications service provider.

g) The terms of performance, in particular payment and the date of delivery, and the company's complaints handling procedure:

Once the Application is installed, it is activated in real time, instantly. The Platform and the related services cannot be delivered physically. Contractual performance is automatic, and the date of performance is immediate.

You can make a complaint about the Platform and the related services by using the contact details set out in Clause 2.1. If You make an oral complaint by telephone or by way of other electronic communications services, we will take a record of the complaint, investigate it promptly and, if necessary, remedy it promptly where possible. If this is not possible, we will investigate the complaint within 30 days and inform You in writing of the outcome of the investigation. If You submit a written complaint, we will investigate it within 30 days and send You a written reply within the same period of time. If we reject the complaint, we are obliged to give reasons for doing so.

h) Your right of withdrawal and termination as a consumer:

If You are a consumer within the meaning of the applicable law, information about Your 14-day right of withdrawal and termination without notice pursuant to Section 20 of the Government Decree is set out in this section of the Terms of Use. With regard to the right of withdrawal and termination, this clause applies to You only if You are a consumer within the meaning of the legislation.

By accepting these Terms of Use and by using the Platform (in particular, but not limited to, by installing the Application), You agree that You lose Your right of withdrawal which You are entitled to under consumer protection rules. You may, however, terminate these Terms of Use at any time, for any reason, by giving us written notice (including by email) to that effect. In this case, You must uninstall the Application. We will then process Your request and ensure that Your account is terminated.

You may exercise Your right of withdrawal or termination either by sending us a letter in the form set out in Annex 2 to the Government Decree (please see below) or by sending us a clear statement to that effect, which You must send to our postal address or email address specified in Clause 2.1 of these Terms of Use. You will exercise Your right of withdrawal/cancellation within deadline if You send Your notice of withdrawal/cancellation before the expiry of the deadline indicated above. The burden of proof lies with you for proving that You exercised Your right of withdrawal or termination in accordance with this paragraph.

Statement Sample for Withdrawal/Termination

(complete and return only in the event of withdrawal/termination of the contract)

Addressee: Magyar Kerékpáros Szövetség

Szabó J. u. 3, H-1146 Budapest

Email: info@bringasport.hu;

*I/We the undersigned state to exercise my/our termination / withdrawal rights in respect of the following contract on the sale and purchase of products or provision of services: **

*Date of contract / receipt: **

The consumer (s) Name:

The consumer (s) Address:

The consumer (s) Signature (only for the statements made on paper):

Dated

Given that there is no option to return the product due to electronic delivery of the Application and Services, there is no cost for returning the product. As we do not incur any costs in relation to the right of withdrawal or termination after the commencement of performance, You are not obliged to pay any such reasonable costs.

i) Legal obligations concerning the warranty and the product warranty:

WARRANTY RIGHT

When can You exercise Your implied warranty right?

In the event of defective performance, You may assert a claim for implied warranty against the company in accordance with the rules of the Hungarian Civil Code.

What are Your rights based on Your claim for the implied warranty?

Depending on Your choice, You are entitled to the following implied warranty claims:

You can ask for repair or replacement unless performing Your chosen claim is impossible, or additional costs would arise for the Seller that are disproportionate to the performance of other claims. If You did not request, or You were not able to request repair or replacement, You may request reducing the compensation proportionally, and You may repair the defect or have it repaired by a third party, or - as a last resort - You may withdraw from the contract as well. You may choose to switch to a different implied warranty. The costs of the change shall be paid by you, except if the change was justified, or we gave rise to it.

Within what deadline can You exercise Your implied warranty claims?

You are obliged to announce the defect immediately after it is discovered, but no later than within two months after such discovery. However, please note that after the two-year expiration period from the implementation of the contract, You may no longer enforce Your implied warranty rights.

Against whom can You exercise Your implied warranty rights?

You may exercise Your implied warranty rights against MKSZ.

What other conditions are there for the exercise of implied warranty rights?

Within six months after delivery, exercising warranty rights has no conditions other than announcing the defect, in case You can demonstrate that the product or service was sold or provided by MKSZ. However, after six months following the delivery, You shall be obliged to prove that the defect detected by You already existed at the date of deliver.

PRODUCT WARRANTY

In which cases can You exercise Your product warranty rights?

In the case of a defective movable property (product), You may, at Your option, exercise the right or claim for warranty or product warranty.

What are Your rights under Your product warranty claim?

As a product warranty claim, You may only request the repair or replacement of the defective product.

In which case is the product considered defective?

The product is defective if it does not meet the quality requirements of the product when it is placed on the market or if it does not have the properties given in the manufacturer's description.

What is the deadline for enforcing Your warranty claim?

You may exercise Your product warranty claim within two years after the product was placed on the market. After this deadline, You lose this right.

Against whom can You exercise Your product warranty claims?

You may exercise Your product warranty claims exclusively against the manufacturer or the distributor of the movable asset. In the case of product warranty claims, You are required to prove the defect of the product.

In what cases is the manufacturer (distributor) relieved of product warranty obligations?

The manufacturer (distributor) shall only be relieved of product warranty obligations if it can prove that:

- the product was not produced or placed on the market within its business activity, or
- when the product was placed on the market, the defect could not be discovered due to the state of scientific and technical knowledge at the time, or
- the defect of the product is a result of the application of any legislation or official regulation.

It is sufficient if the manufacturer (distributor) presents only one reason.

Please note that You may not validate implied and product warranty claims for the same defect at the same time. However, in case Your product warranty claim is successfully validated, You will be entitled to validate Your implied warranty claim against the manufacturer with regards to the exchanged product or the repaired part.

j) The existence and conditions of after-sales service and other after-sales services and guarantee:

You may also contact us for information about the Platform and the services available through it at the email address and telephone number provided in Clause 2.1 of these Terms of Use our contact details are set out in Clause 2.1 of these Terms of Use. We do not provide any commercial warranty for

the Platform and the services available through it, and pursuant to Government Decree 151/2003 (IX. 22.) and its annex, the Platform and the services available through it are not subject to guarantee.

k) *Is a code of conduct under the Act on the Prohibition of Unfair Business-to-Consumer Commercial Practices available and how to request a copy of the code of conduct:*

Not available, no copies can be requested.

l) *The duration of the contract in the case of a contract for a fixed term, and the conditions for termination of the contract in the case of a contract for an indefinite term:*

The contract is for an indefinite term. However, You may terminate these Terms of Use at any time for any reason in accordance with Clause 7. If a service is provided for a limited period of time, the duration of the service will be adapted to the duration of the service.

m) *In the case of a contract for a fixed term which may be converted into a contract for an indefinite term, the conditions of conversion and the conditions for terminating the contract so converted into an indefinite term:*

There is no such case.

n) *The shortest duration of the consumer's obligations under the contract:*

Please refer to Clause 6. Of the Terms of Use.

o) *The provision of a deposit or other financial guarantee to be paid or guaranteed by the consumer at the request of the undertaking and the conditions under which it is provided:*

There is no such case.

p) *The functioning of the digital content and the technical protection measures to be applied:*

For more information on this, please refer to Clauses 3, 5 and 9 of these Terms of Use.

q) *The ability of the digital content to interoperate with hardware and software to the extent reasonably expected of the business:*

For more information on this, please refer to Clause 5 of these Terms of Use.

r) *About an out-of-court complaint management and dispute settlement mechanism which is compulsory for the undertaking by law or by decision of the undertaking, and how to access it:*

You can contact us with Your complaint at our contact details as indicated in Clause 2.1 of the Terms of Use and we will do our best to remedy and rectify any infringements. We will settle any disputes with You out of court in the first instance by negotiation. If the negotiations are not successful, You may refer to the authorities, courts or conciliation bodies in accordance with the applicable legislation and these Terms of Use.

s) *About the possibility to apply to a conciliation body, the name and postal address of the competent conciliation body at the geographic location of the Service Provider's registered seat:*

The conciliation body has the competence to settle out of court any dispute between a consumer and a business concerning the quality and safety of a product, the application of product liability rules, the quality of service, the conclusion and performance of a contract between the parties (hereinafter: "consumer dispute"), to attempt to reach an agreement and, if this is unsuccessful, to decide on the case in order to ensure the simple, quick, efficient and inexpensive enforcement of consumer rights. The conciliation body advises consumers or businesses on their rights and obligations at their request. In order to initiate the conciliation body's procedure, the consumer must attempt to settle the dispute directly with the undertaking concerned. The conciliation procedure is initiated at the request of the consumer. The request must be submitted in writing to the chairman of the conciliation body.

The user (consumer) may also request free of charge the intervention of a conciliation body in relation to the quality of the service and the conclusion and performance of the contract between the parties.

If the User (consumer) has his/her place of residence or domicile in Hungary, the competent conciliation body is the county (capital city) conciliation body of the county (capital city) of the place of residence or domicile.

Contact details for conciliation bodies can be found at <https://www.bekeltetes.hu/index.php?id=testuletek>

The competent conciliation body according to the place of establishment of the Service Provider: Budapest Conciliation Body, postal address: 1016 Budapest, Krisztina krt. 99.

t) *The European Commission's online dispute resolution platform is available at:*

You have the possibility to initiate an out-of-court dispute resolution procedure through an online dispute resolution procedure for Your complaint about the Platform and the services provided through it. You can initiate online dispute resolution at the following website: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

You can also find detailed information on the possibilities and conditions for online dispute resolution on this page. This internet-based platform was set up by the EU for consumers who want to make a complaint about a product or service they have bought online and ask a neutral third party (dispute settlement body) to handle the complaint. For more information about the online dispute resolution platform and how to use it, please visit the website using the link above.

u) *Contractual information*

For information on this, please refer to Clause 2 of these Terms of Use.