

”retaildesignblog.net”

## General Terms and Conditions

The usage of the website, along with the services and the marketing of advertising places offered by MOBILIA-ARTICA Kft. (registered seat: 1106 Budapest, Maglódi út 55., court registration number: 01-09-365277) as supplier (hereinafter: **Supplier**) shall be governed by the General Terms and Conditions (hereinafter: **General Terms**) set out herein.

### I. GENERAL PROVISIONS

#### 1. Definitions – concerning the present General Terms:

- 1.1 **Advertisement:** advertisement defined in 3.§ point d) of the Act XLVIII of 2008 on the essential conditions and certain limitations of business advertising activity („Grt.”), or any other information, material on web sites, PR-article, or any document searchable in the database, which is not advertisement.
- 1.2 **User:** any natural person, legal person, or organization without legal personality, who enters, or other way uses the website hosting by the Supplier, irrespective whether declares it, or not. All Advertisers shall be concerned User under the present General Terms.
- 1.3 **Advertiser:** User, in favour of whom the Supplier posts Advertisement, or who orders in his/her own interest the publication of Advertisement;  
**Display Advertiser:** User, who concludes oral or written contract on special Display services, or orders or other way applies Display services from the Supplier.
- 1.4 **Display Service:** Display services include in particular, but not limited to, standard and special banners (popup, popunder, takeover, interstitial, sticky, wallpaper), e-DM advertisements, text advertisements, links or other, non-database type advertisements, documents.
- 1.5 **Website:** internet surfaces and contents available on the domain retaildesignblog.net legally used by the Supplier.

- 1.6 **Personal data:** data relating to any identified or identifiable natural person User, and consequences which are deductible from the data concerning the natural person User.
- 1.7 **Consent:** voluntary and direct express of User's request, based on proper information, which includes the categorical approval to administer – completely or restricted to certain operations – his/her personal data. Its special form is the consent given on internet surface.
- 1.8 **Data control:** any operation, or the totality of operations performed on the data, regardless of the procedure applied, in particular data collecting, recording, registrating, classifying, storing, modifying, using, transferring, disclosing, synchronising or connecting, blocking, deleting and destructing, as well as preventing the further use of the data
- 1.9 **Data processing:** implementation of technical operations relating to data administration, without reference to the method and device applied in the implementation, and the place of procession.
- 1.10 **Data deletion:** making the data unrecognizable so that they are not restorable any more.
- 1.11 **Data blocking:** definitively or temporary exclusion of transfer, recognition, publication, modification, annulment, deletion, coordination, attachment, or use of data.
- 1.12 **Time allowed:** the time period while the Supplier provides the advertisements of the Advertiser to be available and searchable on the website of the Supplier.
- 1.13 **Service Contract:** individual agreement between the Supplier and the Advertiser, which contains the substantial terms and conditions not regulated in the present General Terms, the expression of mutual and accordant will of the parties.
- 1.14 **Electronic account:** electronic account accredited by authorities, which is provided with at least an advanced electronic signature and time stamp certifying the date of signature issued by qualified supplier.
- 1.15 **Comment:** contains all the information and user contents, which are communicated at Supplier's websites by any User (registered and non-registered User, blogger, users of wiki-contents), in any form, regardless of the possible moderation.

- 1.16 **Moderation:** previous and posterior, formal and substantive correction of Comments, User contents, which includes deletion, limitation of User rights, and temporary, or finally exclusion of User.
- 1.17 **Advertisement-banner:** banner surface appear on websites of the Supplier's partners, which presents advertisements posted in the Supplier's database, or contains links point to them. Supplier is entitled to represent any advertisement published at its website in an advertisement-banner, and may decide in its own discretion on the publication at these surfaces, and the regularity of publication of the advertisements.
- 1.18 **Advertisement abuse:** all false or incomplete information relating to data or imagery provided to the Supplier for Advertisement purposes, which aims or may result that the content of advertisements posted on the website is not correct, or infringe or jeopardize copyright, personal rights, good repute of third parties, or the fair trade rules.
- 1.19 **Suspension:** The reason of suspension shall be unlawful or defaulter behaviour of the Advertiser, in particular in case the Advertiser defaults more than eight (8) days with complying its payment obligations. Suspension belongs to the period of advertisement/service, which shall not lengthen with the period of suspension. Therefore Supplier is entitled for the period of suspension to the full retribution regarding the suspended advertisements/services. In principle the suspension continues until the termination of Advertiser's defaulter behaviour (until total arrangement of balance in case of suspension owing to non- or partially payment). Under Supplier's decision, suspension might be total or partial. Total suspension covers all the advertisements of the Advertiser being at Supplier. Partial suspension covers part, or some elements of the advertisements of the Advertiser being at Supplier.

## **2 Effect and amendments of General Terms**

- 2.1 The present General Terms regulate the rights and obligations of the parties relating to the use of website, the Supplier's advertising activities, and all contracts for other services, and also regulate the circumstances concerning the reception of other services. The present General Terms cover all the Users. The terms and conditions of the present General Terms shall oblige and entitle the Supplier, the Users and all their representatives and successors.
- 2.2 For any matter not regulated in the present General Terms, and for the interpretation of the present General Terms the Hungarian law is

applicable, with special regard to the Act IV of 1959 on the Civil Code (“Ptk.”), and the applicable rules of Act XLVIII of 2008 on the essential conditions and certain limitations of business advertising activity („Grt.”). The obligatory rules of applicable laws shall govern the parties also without special stipulation.

- 2.3 The present General Terms enter into effect on 2 May 2012 and shall be valid until withdrawal.
- 2.4 Supplier is entitled to unilaterally amend the General Terms after a previous notice to Advertisers. Supplier publishes the amendments on website fifteen (15) days before their effective date. The amended General Terms shall take effect from the date of notification to new Customers of Services. Users other than Advertisers automatically accept along with using the website the effect of all the rules of website use.
- 2.5 Supplier shall inform Users on the concrete effective date of the amendments of General Terms, which shall not be earlier than the 15<sup>th</sup> day after their publication. In the event this day falls on a public holiday, the effective date shall be the first working day thereafter. Amendments shall be regarded as accepted by the Advertiser in case the Advertiser continues to take the Services after the effective date of amendments. In the event the Advertiser refuses the amended terms and conditions, is entitled to terminate with express written notice the service contract within 15 days after the effective date of amendments.
- 2.6 Supplier archives all versions of previous General Terms towards their retrievability.

### **3 Service, the effect of contract**

- 3.1 Supplier provides the ordered advertisement services to Advertisers under the Service Contracts, while complying the other terms and conditions of General Terms (“Service”). Individual services ordered by Advertisers shall be regulated in detail in Service Contract.
- 3.2 Save as otherwise provided in the present General Terms, the contract between Advertisers and Supplier shall come into effect after signing the Service Contract, at the date of signature of Service Contract by both parties. By signing the contract, the content of General Terms shall be regarded as known and accepted by the Advertisers.

- 3.3 Supplier is entitled to deny the signature of Service Contract in case the Advertiser has debts against Supplier, or the termination of a previous contract was owing to Advertiser's significant breach of contract.

#### **4 Special provisions for website use**

- 4.1 When entering in the website operated by the Supplier, or by any means reading its content – even without registration on the website or valid Service Contract – the provisions in the present chapter of the General Terms shall be regarded as accepted to be bound. The admission of provisions in the present chapter shall be the precondition of website use, therefore in case the User refuses the terms and conditions, shall not be entitled to view the content of the website.
- 4.2 It shall not be permitted sending such messages in the message-application connected to the Advertisements which are not in connection with the concrete advertisement, or have no reference to the concrete advertisement. The application provided for sending inquiring messages is particularly prohibited to use for sending messages of job advertisements, marketing activities, advertisement of services, or other – inappropriate – content. Supplier automatically deletes messages infringing the present section and – in case it is deemed to be necessary – commences a procedure against the sender of message.
- 4.3 Supplier retains all right to the website, any of its parts, its contents, and the propagation of the website. By accepting the present General Terms User acknowledges that Supplier has unlimited right for use (multiplication, propagation, publication) regarding the images uploaded within an advertisement. Copyrights and property rights of User are not restricted by the present stipulation. Unless Supplier agrees in writing it is prohibited to download, electronically store, process or marketing of the contents, or part of the website. Any material from the website or its database shall be transferred with reference to the website farther the written consent.
- 4.4 It shall not be permitted to automatically or other way download, store or use the whole or part of advertisement database without Supplier's permission. Supplier takes all measures provided by civil and criminal law in order to cease and remedy these procedures.
- 4.5 It also shall not be permitted
- a) adaption or decryption of whole or part of website contents;
  - b) fraudulent generation of user ID-s and passwords;

- c) use of any application which may modify or index the websites or their parts (e.g. searching robot, or any other decryptioner).
- 4.6 Save as otherwise regulated in law Supplier shall not take responsibility for the accuracy, reliability, trueness of the data posted on website. Supplier shall not take responsibility for websites to which banners, links, etc. posted by advertisers point. In case any problem emerges in connection with the links published such way Supplier excludes its responsibility at all points, and is entitled to the total fee for actual services.
- 4.7 Supplier retains the right to modify at any time the content of the website, or terminate the accessibility to the website in accordance with the General Terms. Supplier excludes its liability for damages owing to accessibility defaults not attributable to the Supplier, possible troubles exceeding the Supplier's undertaking defined in point 13.2.

## **5 Information of data management**

- 5.1 User's consent serves legal basis for data management on websites. The managed data cover: name, e-mail address, date and time, text of advertisement, images of advertisements, and other personal data given by User. Deadline of data deletion: immediately when User deletes its registration in case there was no advertisement. In case User had advertisement in the system of Supplier, a contract intervenes, therefore the deadline of deletion of personal data – in accordance with the accounting rules – is 31<sup>st</sup> December of the 6<sup>th</sup> year after termination of the contract.
- 5.2 Deletion or modification of personal data may be initiated in the following ways:
- 5.2.1 by mail to the address 1106 Budapest, Maglódi út 55.
- 5.2.2 by e-mail to the e-mail address [artica@mobilieria-artica.hu](mailto:artica@mobilieria-artica.hu)
- 5.3. Registration number of the company: 01-09-365-277
- 5.4. User acknowledges that court, public prosecutor, prosecution authority, minor offences authority, governmental authority, data protection ombudsman, or other organs authorized by laws are entitled to request the Supplier for delivery of information, data or documents.

- 5.5. Supplier may deliver personal data to the authorities – in case the authority defines the concrete aim and the sphere of data – in the extent and volume which is essential for the achievement of the aim of request.
- 5.6. Supplier manages the information and data necessary for complying the Service provided by Advertisers in accordance with the rules of Act CXII of 2011 on Informational Self-determination and Freedom of Information, and the Strasbourg Convention of 28 January 1981 for the protection of individuals with regard to automatic processing of personal data.
- 5.7. Supplier takes all necessary safety, organizational and technical measures for the highest safety of personal data, and in order to impede the illegitimate modification, destroy and use of personal data. Supplier shall not store non-publishable personal data on the storage backend of computers which are available for public use.
- 5.8. Supplier takes all necessary measures for data-integrity, i.e. for the accuracy, completeness and currency of the managed and/or processed personal data. On User's demand, Supplier shall modify the provided data as soon as possible.
- 5.9. Supplier manages User's personal data exclusively for the extent and period necessary towards providing Services and validating the connecting demands. Data management shall comply with this aim at all phase of management. Furthermore manages those personal data which are technically essential for providing Services. Save as otherwise regulated in acts, in case personal data is collected with User's consent, Supplier may manage the collected data without further consent of the User, and even after the recall of this consent
  - a) for the purposes of comply its legal obligations, or
  - b) legal validation of Supplier or third party rights, in case this interest bears proportion to the restriction of rights for personal data protection.
- 5.10. Supplier collects further information from Users (IP-address, date of use, viewed websites, browser, and one or more cookies which provide the identification of browser), which might be used exclusively for Service development, maintenance and market survey purposes. Supplier shall use these statistic aimed, managed data exclusively in a form personally non-identifiable. With the consent of User, Supplier may post a file containing range of characters, i.e. cookie to User's computer, in order to improve quality of Services.

- 5.11. Supplier may transfer the managed personal data to third parties exclusively for the purposes of development and/or operation of its services, used by User. Supplier shall not use the managed personal data in favour of the purposes of third party, and shall not misuse them any other way.
- 5.12. The website contains links connecting to external (not managed by Supplier) server, the websites available on this links may post their own cookies at the computer, may collect data, or ask for personal data. Supplier excludes its liability for these actions.
- 5.13. By taking the Services, User and Advertiser gives its consent to the collection and management of their personal data by the Supplier to the aims and extent defined in the present chapter of the General Terms. In this context Advertiser acknowledges that Advertisement may only be published in case Advertiser provides for Supplier all its data which are necessary for the Services under the applicable rules of acts. The provision of data is voluntary at all cases.
- 5.14. Supplier with proper measures protects the data from illegal access, modification, transfer, publication, deletion, destroy, or accidental destroy, damage, and unavailability owing to the change of used technology. Therefore Supplier retains the right to inform its customers and partners on the detected safety gap in the system of its customers and partners, and simultaneously limits the accession to the system of Supplier until the cease of safety gap.
- 5.15. User is entitled to request information on the management of its personal data, ask for correction and – besides the data management disposed by law – deletion of its personal data in a way defined at data-collection, or at Supplier's defined addresses.
- 5.16. At User's request Supplier shall provide information on the managed data, the origin of data, the aim of data-management, its legal basis and period. Supplier shall provide the information in plain form as soon as possible, at the latest 30 days after the submission of request.
- 5.17. Supplier shall correct the personal data in case they are false and the false personal data are available.
- 5.18. At Customer's request or in case it is supposed follow from accessible information that deletion would infringe legal interests of Customer, Supplier shall block the personal data. The blocked personal data is manageable exclusively until the aim of data management excluding the deletion of personal data exists.



- 5.19. Supplier shall delete the personal data in case its management is illegal, it is requested by Customer, the managed data is incomplete or false – and this state is beyond redress – supposing that deletion is not prohibited by act, the aim of data management is ceased, or the deadline of data storage defined in act expired, the court or National Authority for data Protection and Freedom of Information has determined so.
- 5.20. Data manager has 30 days for deletion, block or correction of personal data. In case Supplier falls to comply Customer's request on correction, block or deletion, shall within 30 days communicate in writing the reasons of refuse.
- 5.21. Supplier shall notify the Customer, and those to whom the data was previously transferred for data management, of the correction, block and deletion. Omits to notify in case regarding the aim of data management the omission does not infringe Customer's legal interests.
- 5.22. User may protest against the management of its personal data in case
- a) unless data management is ordered by act, the management or transfer of personal data is only necessary for complying legal obligation devolved upon Supplier, or for validating legal interest of Supplier, data-receiver or third party;
  - b) use or transfer of personal data aims direct business, public opinion poll or scientific research purposes;
  - c) other events defined by act.
- 5.23. Supplier shall examine the protest as soon as possible, but within fifteen (15) days at the latest, adjudges its grounding and notifies in writing the applicant on the decision. In case Supplier declares that the protest is grounded, ceases the data management – including the further data-registration and data-transfer – and blocks the data, further notifies on the protest and the taken measures those to whom the protested data was previously transferred for data management, and who are obliged to take steps for validating right of protest.
- 5.24. In the event User disagree the decision of Supplier, may turn to the court within 30 days from its communication.
- 5.25. User is entitled to turn to court against Supplier in case of infringement of its rights.
- 5.26. Court shall proceed out of turn in the case. Right for remedy, complaint may be addressed to National Authority for data Protection and Freedom of

Information: National Authority for data Protection and Freedom of Information, 1024 Budapest, Szilágyi Erzsébet fasor 22/C.

## **6. Privacy**

- 6.1. Advertisers and Supplier undertake the obligation to manage all the information known during their legal relations confidentially, as trade secret, and without written consent of the other party shall not make available them for third parties not even after termination of their legal relations. Obligation of confidentiality shall burden the parties without time limit, until the confidential information may be legally public.
- 6.2. Supplier is entitled to use the known confidential information exclusively for the extent necessary for complying Services.
- 6.3. For the purposes of present chapter information shall not be regarded confidential, therefore obligation for confidentiality shall not cover them in case they are of common knowledge, were previously legally published, or the other party has legally acquired them from somebody else. Information also shall not be covered by obligation of confidentiality, in case Supplier shall provide them to an authority under law.

## **7. Intellectual property rights**

- 7.1. Supplier retains all right for all the elements of its Service, with special regard to internet software, domain-names, the composed second domain name and internet surfaces for advertisement. Taking of Services shall in no circumstances result in the decryption or return of source code, or – by any other way – in the infringement of intellectual property rights of Supplier.
- 7.2. As Advertiser orders the draw up of Advertisement from Supplier, acknowledges and undertakes that the Advertisement falls within exclusive intellectual property of Supplier (“Intellectual Property”). By order of Service use agreement arises on the Intellectual Properties, under which Advertiser is entitled for exclusive use, with the restrictions below:
  - a) the right for use concerning the publication of Advertisement is restricted only to publication at website operated by Supplier; and
  - b) the right for use shall cover the period while the publication under point a) exists.
- 7.3. Right for use concerning Intellectual Property shall not cover the right for multiplication, modification and development. Advertiser shall not provide right for use concerning Intellectual Property for third parties, shall not copy

part of them, shall not permit third party to copy, and shall nowise reproduce them.

- 7.4. Supplier is entitled to supervise the use of Intellectual Properties. Infringing the rules of use declared in the present chapter shall be regarded as substantial breach of contract, under which Supplier is entitled to withdraw the Service Contract with immediate effect.
- 7.5. Supplier guarantees that the use declared in the present General Terms of Intellectual Properties created by Supplier are not detained or restricted by third party's right. Supplier shall not assume responsibility for the parts of Intellectual Property which are provided by Advertiser and encased in the Advertisement under the mandate of Advertiser.
- 7.6. The exclusive right for use shall not restrict Supplier in use for any other purposes the procedures, algorithms applied and/or developed by Supplier not covered, or not coverable by copyright

## **8. Rules regarding comments, registration and moderation**

### 8.1. General rules / principles

- 8.1.1. In principle Supplier shall not be responsible for user content. User posting the Comment shall take the exclusive responsibility for the content of Comment, and shall be held fully liable for all demands raised against Supplier by third party in connection with User's activity.
- 8.1.2. User acknowledges and accepts Supplier's right to previous and posterior moderation of Comments at website. During the Moderation Supplier respects the difference in opinions, however removes Comments infringing provisions of law or the present General Terms.
- 8.1.3. Supplier retains the right to restrict or suspend at any time the service of comment-surfaces or its part.
- 8.1.4. Supplier provides the possibility to Comment for all Users, who may post their opinion in accordance with the present General Terms and the applicable law, whilst shall use the possibility of comment in a way and to aims legal and allowable. By taking the possibility of Comment User undertakes the provisions of the present chapter of the General Terms concerning comments and moderation, and its general rules.

### 8.2. Special conditions of registration

- 8.2.1. Nickname shall not be eligible, in case it:
- a) is a name protected by law, name of alive politically exposed or well-known person, historical person, or names deceptively suggesting it, except it is User's registered name;
  - b) infringes legal and respectful rights of third party;
  - c) exists as registered nickname, or deceptively suggesting it;
  - d) is an obscene or indecent expression;
  - e) is a racist expression, impeaches or abuses other's religion, nationality or gentility;
  - f) shall be regarded as Advertisement under the point 1.1 of the general provisions of the present General Terms;
  - g) unequivocally connects to other nickname under prohibition;
  - h) contains phone number, IP address, e-mail address or website address.
- 8.2.2. In case User uses a nickname violating the point 4.2.1 above, shall be excluded, irrespective of the content of its comment.
- 8.2.3. By registration User agrees to the management – with the purpose and to the extent stipulated in chapter 5 of the General Terms – of its personal data provided at the time of registration, according to the rules defined there.
- 8.2.4. By registration User acknowledges that its personal data are managed even during the use of website. User agrees to the data management at website, with the purpose and to the extent stipulated in chapter 5 of the General Terms.
- 8.2.5. During registration User accepts that is obliged to use Supplier's technical and informative electronic messages (hereinafter referred to as: System messages), which occasionally announces information regarding website. User acknowledges that reception of messages is a condition of registration.
- 8.2.6. During registration User has the opportunity to use Supplier's direct mail services, within which User receives marketing and advertising messages to the e-mail address provided at registration.
- 8.2.7. During registration User has the opportunity to register to the newsletter of the website.
- 8.2.8. Non-registered User also has the possibility to post Comments, in such a manner that by posting its Comment accepts and agrees to the management of its IP address by the Supplier, for technical purposes and for the aim of executing the present General Terms, in accordance with the terms and conditions of chapter 5 of the General Terms.

8.2.9. Registered and non-registered Users have the opportunity to appreciate the comments at the forums on website, where this function exists. During the appreciation of comments Users keep their anonymity.

### 8.3. Intellectual property rights

8.3.1. Intellectual property rights belong to the User, on a condition that by posting (upload) the Comment to the Supplier, User provides permission for use to Supplier which covers the right for store, copy, transfer, multiply, disspread and publish the comment.

8.3.2. The permission for use defined in the present point shall be for unlimited time and area. The present permission for use shall not cover the right for reconstruction.

8.3.3. Supplier shall not provide permission for use to third party regarding the Comments. Permission for use provided by the present point shall cover the deleted Comments.

### 8.4. Deletion of Comments

8.4.1. Supplier is entitled to delete the Comment in its entirety, shall not delete parts. Therefore Comments infringing the prohibitions defined in point 8.4.2 and 8.4.3 shall be deleted in their entirety; and the Comments deleted under point 8.4.2. In this event Supplier shall not notify previously the User before the deletion.

8.4.2. The publication of a Comment, which detains the technical or normal operation of website is prohibited in formal aspects, especially:

- a) contains a code which manipulates the operation of websites;
- b) contains programs, JAVA-applications, file-downloads which start automatically;
- c) contains comments without text, large images or files.

8.4.3. The publication of a Comment, which infringes laws in effect at the date of publication, or the right or legal interest of any group or person is prohibited in content aspects, especially:

- a) contains call for crime or other violation of law;
- b) repeats a Comment already moderated or published (flood);
- c) contains comment not joining to the matter (off);
- d) worded in aggressive, crude, obscene, tough or improper mood;

- e) racist, exhaustive, invidious, scandalous, defamatory or other way infringes personal rights, or contains a link which indicates a website containing such elements;
- f) contains political aggression or political agitation;
- g) contains the publication of personal data without the agreement of the concerned person;
- h) shall be regarded as Advertisement under point 1.1 of the present General Terms;
- i) contains abusive or depreciative comment on moderator, Supplier or any employer of the Supplier;
- j) contains abusive or depreciative comment on other User (its nickname);
- k) contains a hyperlink which indicates a website which content infringes the rules of the present General Terms;
- l) infringes intellectual property rights (illegal images, plagiarism, etc.)

8.4.4. As a general rule answers posted to the deleted comments shall also be deleted, except if its content is clear also without the deleted comment.

## 8.5. Restriction of User's rights, exclusion of User

8.5.1. Supplier is entitled to restrict the rights of User infringing the rules of moderation defined in the present chapter, and is entitled to exclude the User as follows:

- a) Rights for comment of Users intentionally infringing the rules in present chapter may be restricted by Supplier, in such a manner that ceases to provide further possibility to comment certain contents.
- b) All the posted comments of Users intentionally and recurrently infringing the rules in present chapter may be deleted by Supplier. Supplier notifies the User on the eventual deletion before the deletion by sending e-mail to User's e-mail address provided at registration, except User is not registered. Failing registration or e-mail address, Supplier has no possibility to warn previously, therefore is not obliged to do so.
- c) Supplier is entitled to exclude, temporary or definitively the User, in case User's Comments infringe flagrantly seriously and/or often recurrently the rules of present General Terms relating to Comments and Moderation. The period of temporary exclusion may extend one (1) to 3 (three) months. Supplier notifies the User on the exclusion before the exclusion by sending e-mail to User's e-mail address provided at registration, except User is not registered. Failing registration or e-mail address, Supplier has no possibility to warn previously, therefore is not obliged to do so.

## **9. Further rights and obligations of Users and Supplier**

- 9.1. Advertiser and User are obliged to use the service for legal and lawful purposes and in such way. Advertiser acknowledges that Supplier shall not publish Advertisements which are contrary to the law of Hungarian Republic, or infringe the rules of Hungarian Code for Advertisement-ethics, or the Ethical Code of Internet. Supplier shall not publish Advertisements which advertise illegal actions.
- 9.2. Advertiser is obliged to inform Supplier within 5 (five) working days on the change of its data connecting to the requisition of services, or to the payment. Failure or default of notification on the data-change excludes the default of Supplier and Supplier is entitled to devolve its following costs to the Advertiser. In case of default in accounting caused by failure or default of notification on the data-change, Supplier repudiates to provide continuous service.
- 9.3. User and Advertiser shall provide Internet access and proper tools (hardware and software, and its proper installation) necessary for requisition of service.
- 9.4. Supplier is entitled to monitor public data-process, and retains the right to terminate, with immediate effect, the Service Contract in case of illegal use or use infringing the rules of the present General Terms. Supplier's right for monitoring shall not release Advertiser from the responsibility for trespass deriving from the illegal use, for which Advertiser shall assume exclusive liability against third parties. Advertiser shall be held fully liable for all demands raised against Supplier by third party in connection with Advertiser's activity.
- 9.5. Advertiser acknowledges that in case of Advertisement concerning products which are subject to obligation of previous acceptance test or verification of conformity prescribed by distinct laws under the Act CVIII of 2001 on certain issues of electronic commerce services and information society services, Advertiser shall make a statement to the Supplier whether the test was conducted, and hence the product is marketable. In case product is not subject to obligation of previous acceptance test or verification of conformity, the statement shall contain it. Failing this statement Advertisement shall not be published. Supplier is not obliged to publish the Advertisement before the Advertiser complies with its obligation to provide the statement.
- 9.6. Parties declare that by creating and maintaining the website Supplier does not follow activity aiming conveyance of product or service, and does not hold direct intercourse with customers, which is the exclusive right and

obligation of the Advertisers. Regarding to the abovementioned and as Supplier shall not examine the conformity of products and services in the Advertisement, the Advertiser shall hold exclusive liability for the legal consequences of a delivery of an improper product or service. Advertiser shall release Supplier from all demands of third parties.

- 9.7. Advertiser acknowledges and agrees that by ordering the Advertisement and concluding the Service Contract, Supplier shall not take over neither full, nor part of Advertiser's obligations and responsibilities deriving from, or concerning with the contracts concluded between Advertiser and customers.
- 9.8. Advertiser acknowledges and agrees that Supplier determines the location, area – also including other advertisements beside the Advertisement – and the sequence of Advertisements. Advertiser may not complain against the location at the same page of an other advertisement falling under Advertisement or Display Service, and may not claim its due concerning other – including concurrent – advertisements located at the direct or indirect surrounding of the Advertisement.

## **10. Fees**

- 10.1. Fees of certain services are determined in the Service Contract.
- 10.2. Supplier is entitled to unilaterally modify every January the fees determined in the Service Contract according to the inflation rate of the previous calendar year published by the Hungarian Central Statistical Office, except in case the Service Contract is concluded for less than six months.
- 10.3. At its discretion, Supplier is entitled to issue electronic invoice. Advertiser shall procure the costless software (Adobe Acrobat Reader) necessary for open the electronic invoice.

## **11. Guarantees**

- 11.1. Advertiser declares and guarantees that Service Contract and thence purposed bonds do not infringe legal interests of third parties contracted with Advertiser, and the terms and conditions of contracts concluded with third parties.
- 11.2. Advertiser declares and guarantees that it is not needed third party's written consent or permission to the creation and publication at website by the Supplier.



- 11.3. Advertiser declares and guarantees that the provided data and the content of Advertisements is true, and does not infringe third party's rights, prohibition on advertisements or other restrictions.
- 11.4. Advertiser declares and guarantees that disposes all the permissions, acquiescence and authorization necessary for operation and activities pursued.
- 11.5. Under the provisions of point 9.5 Advertiser declares and guarantees that the products in the Advertisement were previously tested and thence the product is marketable, or the products are not subject to previous acceptance test or verification of conformity.
- 11.6. Advertiser declares and guarantees that has not decided its liquidation, or start of bankruptcy or winding-up against itself, and there is neither execution, nor liquidation procedure against it. Advertiser shall inform Supplier as soon as possible, in case a bankruptcy, liquidation, or execution procedure proceeds.
- 11.7. In case Advertiser contravenes its statement or declaration in the present point, or any of them prove fully or partly, substantially false or misleading, Supplier may claim the relating warranty rights defined in Civil Code.

## **12. Deny or suspension of Service**

- 12.1. Supplier may, without previous notification of Advertiser, deny or suspend Services in case Advertisement is deemed to be contrary to the applicable law of Hungarian Republic or international law, the Ethical Code of Internet or Code for Advertisement-ethics, fraudulent or otherwise censurable.
- 12.2. Supplier is entitled to delete Advertisements which infringe anyone's intellectual property rights or other copyrights or associated rights.
- 12.3. Supplier may not publish Advertisements which misleadingly intended to suggest that Supplier promotes the service or product advertised by Advertisement.
- 12.4. Supplier may deny Service also in case it is not deliverable due to technical reasons, or infringes any point of the present General Terms. Supplier suspends the publication of already published Advertisements contrary to the provisions of General Terms.

- 12.5. Supplier may deny further services and suspend the publication of Advertisement in case bankruptcy, liquidation, or winding-up procedure starts against Advertiser.
- 12.6. Supplier may fully or partly suspend the Service, without terminating the Individual Contract, also in case Advertiser conducts itself in a way that establishes grounds for immediate termination under the special provisions of the present General Terms, and even in case Advertiser defaults with its payment obligations more than eight (8) days.
- 12.7. Supplier receives data exclusively from sources secure for and examined by Supplier in favour of the security of its used software and consumer's database.
- 12.8. Fully or partly suspension or termination of Service or the withdrawal of contract by Supplier shall not release Advertiser from the payment of fees for Services taken before the termination or withdrawal, or before and/or during the time of suspension. In such event Supplier is entitled to issue invoice concerning the delivered services in accordance with the tariff of the Supplier's advertisement system and the possibly concluded contracts.

### **13. Rules of responsibility**

- 13.1. Supplier's compensatory responsibility is restricted under the present chapter and the Service Contract, and the standard of its tariff system was defined with regard to this fact.
- 13.2. Supplier undertakes 98% disposability at yearly average for its web Services and operation of website. Parties exclude Supplier's responsibility for stoppages, other failures within this margin. Task concerning accession and operation provided by other supplier shall be an exception to this obligation. Supplier shall not be liable for breakdowns, accession failures in delivered services which are not imputable to Supplier or provided with the collaboration of other suppliers.
- 13.3. Except otherwise defined in law, Advertiser shall be exclusively liable for the use of services and for the contents and legality of Advertisements or other materials posted by Advertiser at website. Advertiser shall be exclusively liable for the content and representation of its Advertisement and for the trueness of information. Supplier excludes its responsibility for all the damages, injuries and loss of profit – including damages of third parties – which result from materials posted to the website. Furthermore, operators of website shall not take responsibility for damages deriving from the use of system, or for other party's annoying manifestation or behaviour, or any

infringement of law, including the infringement of intellectual property rights. Supplier shall in any case assume compensatory responsibility restricted to the fee of the ordered Service.

- 13.4. In case vis major detains the contractual fulfilment by any of the parties, during the period of vis major this party shall not be liable for delay or default in fulfilment. For the purposes of interpretation of present General Terms the following events shall be exclusively regarded as vis mayor, provided that these affect the fulfilment of contract for more than one hour: rebellion, insurgence, revolution, war preparations (array, requisition), wars, terrorist offences, often infectious epidemics, floods, earthquakes, fire diseases, disturbances and strikes, and breakdowns deriving from default of communication system. Party affected by vis major, shall inform the other party within five (5) working days on the fact of vis major. In such event parties shall cooperate and conciliate with each other in order to eliminate the consequences. Merely the vis major event shall not release the announcer party from other obligations deriving from Individual Contract or the present General Terms, which were due before the vis major event, or those which fulfilment is not affected by vis major.
- 13.5. Advertiser undertakes to assume full liability for all claims, fines and obligations raised against Supplier, which derive from obligation for which Supplier, as publisher of Advertisement shall hold joint liability under law.

#### **14. Termination of Service Contract**

- 14.1. Service Contract concluded for definite time shall only be terminated by mutual consent or extraordinary termination.
- 14.2. Service Contract concluded for indefinite time shall be terminated by any party with a termination notice of 1 month. For other events provisions of Civil Code are applicable.
- 14.3. Any party may terminate the Contract with immediate effect in case other party substantially infringes the Contract. Infringement of point 4 and 6 of the present General Terms shall be regarded as substantial breach of contract.

#### **15. Miscellaneous provisions**

- 15.1. Supplier is entitled to retain collaborator for the fulfilment of its obligations. Supplier shall assume full responsibility for the collaborator's activities, so as for its own activities.

- 15.2. Without reference to the exceptions stipulated in the present General Terms, Advertiser is entitled to transfer its rights deriving from the General Terms and Service Contract with Supplier's previous written permission.
- 15.3. Invalidity, illegality or unenforceability of any part of the present General Terms shall not affect the validity, legality and enforceability of the remaining parts.
- 15.4. In case Supplier does not exercise its rights deriving from the General Terms or Service Contract, this failure shall not be regarded as release of those rights. Any release of right shall be valid with a relevant, explicit written declaration. In case Supplier fails to stick to the compliance of a substantial provision or condition of the General Terms, this failure shall not be regarded as release of its subsequent right to stick to the strict compliance of the relevant provision or condition.
- 15.5. Advertiser shall make its notices and other communications in written form personally, by post in a registered mail with return receipt, at the appointed surface at Supplier's website, or by confirmed e-mail or facsimile.
- 15.6. Service Contract stipulates the provisions of special notices relating to individual Advertisers. In case of difference, provisions of Service Contract shall be applied.
- 15.7. Supplier and Advertiser shall arrange disputes amicably. For legal disputes not arranged by compromise, parties stipulate the Hungarian law and the Hungarian authority, and the exclusive jurisdiction of Central District Court of Buda.
- 15.8. To questions not regulated in the Service Contract or the present General Terms, provisions of Civil Code and Hungarian laws and regulations shall be applied.

Dated at: Budapest, 2 May 2012