

# General Terms and Conditions

Effective date: March 31, 2023.

## 1. Contracting Parties

- 1.1. This document contains the General Terms and Conditions (GTC) of the SynHosting Game Server service provider, available at the web addresses synhosting.eu and synhosting.hu (Website), which, as a contract concluded between distant parties (Agreement), was established between, on the one hand, the owner and operator of the Website (Dávid Szabó e. v., ny. sz.: 34916150, tax number: 66426051125, address: 3525 Miskolc, Mátyás király utca 32), as the Service Provider, and, on the other hand, the person with the WebAdmin Account specified in these GTC, as the Customer.

## 2. Definition of terms

- 2.1. *Terms and Conditions:* These General Terms and Conditions, which form an integral part of the Contract and are continuously available on the Service Provider's Website.
- 2.2. *Balance:* The Customer's own virtual balance stored in the WebAdmin Account, in Points.
- 2.3. *Account:* Upon completion of Registration, a personal WebAdmin user account is created with the Customer's data.
- 2.4. *Payment option:* All payment methods accepted by the Service Provider and published on the Website, with which the Customer can purchase Points.
- 2.5. *Period:* A billing period that defines the features of the Service for a given period of time, such as pricing, capacity, automatic renewal, and other features.
- 2.6. *Game server:* The server-side equivalent of a multiplayer video game.
- 2.7. *Configuration:* Customizing the features of the Service to the best of the Service Provider's knowledge and capabilities, in a manner that best suits the Customer's needs.
- 2.8. *Visitor:* A consumer, as defined in the Civil Code, visiting the Website.
- 2.9. *Point:* A virtual currency belonging to the Customer's WebAdmin Account that can be purchased or collected and used to rent Services.
- 2.10. *Registration:* Completing the registration form available on the Website and submitting it successfully without any errors, which can happen:
  - a) by ordering at least one Service on the Website, or
  - b) By accepting an invitation to an existing WebAdmin Account.
- 2.11. \* repealed on 18 October 2021.
- 2.12. *Contract:* Present Terms and Conditions According to the law, a contract concluded electronically between the Service Provider and the Customer, as distant parties,

written in Hungarian, for an indefinite period, which is not signed as a printed document and is not manually filed.

- 2.13. *Service or Services*: The present Terms and Conditions by the Service Provider under the conditions specified in extended and the continuously available J published on the Website server rental services, as well as ancillary services related to these. These services include:
- a) rental of hardware devices owned by the Service Provider, connected to the Internet, and the hardware and software environment necessary for their operation, as well as the resources required to run Game Servers authorized by the Service Provider,
  - b) WebAdmin functions provided to the Customer.
- 2.14. *Service provider*: Terms and Conditions Service Provider as defined in point 1.1.
- 2.15. *Customer*: Present Terms and Conditions Visitor with a Webadmin Account as defined in.
- 2.16. *WebAdmin*: The Service Provider's administration interface is available at the web addresses [webadmin.synhosting.eu](http://webadmin.synhosting.eu) and [webadmin.synhosting.hu](http://webadmin.synhosting.hu).
- 2.17. *Website*: The Service Provider's website is available at the web addresses [synhosting.eu](http://synhosting.eu) and [synhosting.hu](http://synhosting.hu) and their subdomains.

### 3. Subject matter, scope, and formation of the Agreement

- 3.1. The Agreement covers exclusively the provision of the Services specified in these GTC to the Customer.
- 3.2. Present Terms and Conditions March 31, 2023. It is effective from the date of this Agreement and will remain in effect until modified or revoked by the Service Provider.
- 3.3. The present Terms and Conditions Hungarian law shall govern issues not regulated in, as well as the interpretation of this Agreement.
- 3.4. The Service Provider is entitled to Terms and Conditions unilateral modification. The Service Provider shall publish the modifications on the Website at least 5 (five) days before they come into force. The Terms and Conditions After the amendment enters into force, use of the Service constitutes acceptance of the amendment to the Agreement.
- 3.5. All persons visiting the Website (Visitor) are entitled to enter into a contract with the Service Provider if the Visitor:
- a) a natural person with legal capacity, or in the case of limited legal capacity due to minor status, the written consent of his/her legal representative shall be sent to the Service Provider,
  - b) has a residence (billing address) within the European Union,
  - c) you have not been banned from WebAdmin on any previous occasion,
  - d) During Registration, you provide your own, true and valid data,
  - e) By completing the Registration, you agree to the present Terms and Conditions accepts and fully complies with its provisions,
  - f) does not qualify as a payer under Act CL of 2017 on the Taxation System.

- 3.6. The Visitor may initiate the conclusion of the contract in electronic form, by registering on the Website. By completing the Registration, the Visitor automatically receives his or her own personal WebAdmin user account. Registration is considered a contractual offer.
- 3.7. This Agreement at the time of Registration, according to the rules of contracts concluded between absent parties is created and lasts for an indefinite period (until the Account is terminated).
- 3.8. The shortest period of the Customer's obligations is the period from Registration to the termination of their Account.
- 3.9. An electronic log entry will be made in the Service Provider's database regarding the acceptance of this Agreement.
- 3.10. The Service Provider automatically accepts the contract offer of the Visitor (Customer) with a Webadmin Account by displaying the ordered Service(s) in the Customer's Account.
- 3.11. Any Contract entered into with false data provided by the Customer during Registration or modification of Account data or data that may be linked to another person is void.
- 3.12. If the Customer recharges his/her Balance, i.e. purchases Points, within 14 days of concluding the contract, or at least starts or activates a Service, expressly communicates to the Service Provider his request that the Service Provider perform the Contract in accordance with Government Decree 45/2014. (II. 26.) Section 20, paragraph (2), point b) before the expiry of the 14-day deadline set out in this section. The Customer acknowledges that, if the conditions specified in this section are met, he will lose his right of termination after the entire Service has been performed.
- 3.13. A Contract may also be concluded between the Service Provider and the Customer by ordering a uniquely customized Service. In this case, the Contract shall be Terms and Conditions- conflicting provisions shall prevail over Terms and Conditions against its provisions.
- 3.14. By concluding the Contract, the Client expressly agrees with the Service Provider that the Service Provider needs to process the Client's data in order to perform the Services. Further information regarding data processing is contained in the Data Protection Statement document published on the Website, the acceptance of which is an essential condition of the Contract.
- 3.15. There is no code of conduct under the Act on the Prohibition of Unfair Commercial Practices against Consumers in relation to the Contract.

## 4. Termination of the Contract

- 4.1. The Customer has the right to withdraw from the Contract without giving any reason within 14 days from the date of conclusion of the Contract, even if the provision of the Service (performance of the Contract) has already begun, unless the entire Service has already been performed.  
If the Customer wishes to exercise his/her right of withdrawal/termination, he/she must send a clear statement containing his/her intention to withdraw/termination

(based on the statement template in Annex 2 of Government Decree 45/2014 (II. 26.)) to the Service Provider's electronic mail (e-mail) address within 14 days of concluding the contract.

If the Customer withdraws from the Contract as above, the Service Provider shall immediately, but no later than within 14 days of receipt of the Customer's declaration of withdrawal, refund the part of the consideration provided by the Customer that exceeds the consideration for the Service provided by the Service Provider.

During the refund, the Service Provider uses the same payment method as the one used during the original transaction, unless the Customer expressly consents to the use of another payment method; the Customer will not incur any additional costs as a result of using this refund method.

- 4.2. The contractual relationship between the Service Provider and the Customer is terminated in the following cases:
  - a) Upon termination of the service provider without legal successor.
  - b) Termination by mutual consent at any time.
  - c) The Customer may terminate the contract at any time by sending a written statement to the Service Provider's electronic mail (e-mail) address.
  - d) In the event of a modification of the GTC by the Customer with justified termination, if the Customer does not accept the unilateral change of the Contract by sending a written statement referring to this to the Service Provider's electronic mail (e-mail) address.
  - e) By ordinary termination by the Service Provider at any time, with a 30-day notice period, with a written statement sent to the Customer's electronic mail (e-mail) address.
  - f) By extraordinary, immediate termination by the Service Provider in the event of the Customer's repeated or serious breach of contract or any activity that violates the law.
  - g) If the Customer has never had a service in Installed status before, has never had a credit applied to their Balance, has not been invited to any other Account, and their last order was placed more than ten days ago.
- 4.3. In the event of a Contract terminating 14 days after the date of conclusion of the contract, the Customer is entitled to claim back the consideration provided to the Service Provider only in the following two cases and in the following manner:
  - a) If the Customer has not committed a breach of contract and the Contract has been terminated as a result of non-contractual performance due to the fault of the Service Provider, the Customer is entitled to reclaim the part of the consideration provided by him that exceeds the consideration for the contractual Service provided by the Service Provider.
  - b) If the Customer has not committed a breach of contract and does not accept the unilateral change of the Contract in the event of a modification of the GTC.
- 4.4. Termination of the Contract in any case the Customer has access to all data stored with the Service Provider and WebAdmin Account will be irretrievably deleted. Similarly, the Agreement will terminate if the Customer's account is deleted.

## 5. WebAdmin Account

- 5.1. A WebAdmin account is required to use the Services provided by the Service Provider.
- 5.2. Account status types in the WebAdmin system:
  - I) Active Account: The Customer's account is in Active status if it has at least one Service in Installed status and has not been banned from WebAdmin. The Customer has all rights and obligations set forth in the GTC.
  - II) Inactive Account: If the Customer does not have an Installed Service and has not been banned from WebAdmin. The Service Provider's obligations towards a Customer with an Inactive Account are limited to maintaining the Customer's Account and Balance.
  - III) Banned Account: Suspension of access rights to the Customer's Account. The Customer loses all rights against the Service Provider specified in the GTC for the duration of the ban and in relation thereto. The Customer is not entitled to any compensation for any damage or disadvantage suffered due to the banning of his Account.
- 5.3. The Customer is obliged to keep his/her own, real personal data up to date and, if his/her data changes, to update them in WebAdmin. ThisThe Customer is solely responsible for the accuracy of the data.
- 5.4. The Service Provider stores the personal and other data provided by the Customer in the Account in the most secure manner possible and does not disclose it to third parties, except in cases of legal obligation or official procedure. More information on the protection of personal data can be found in the Service Provider's Data Protection Statement.
- 5.5. The Service Provider excludes liability for any damage or disadvantage suffered by the Customer due to unauthorized access to the Account due to the Customer's fault. The Service Provider is not obliged to participate in the settlement of disputes related to the theft of the Account.
- 5.6. The Service Provider does not intervene in legal disputes or transactions between Customers. In the event of any dispute, the Customer releases the Service Provider from all claims, demands and compensation.
- 5.7. The Account owner is responsible for all activities that occur on or through their Account.
- 5.8. An Account can be invited to one or more other Accounts with different permissions. The inviting Account owner is responsible for the activities of the Account owner logged in as an invitee.
- 5.9. When changing the Account email address, the system will send a confirmation email to the new email address. The Account email address will only be changed to the newly provided address after the Customer visits the confirmation link in the above email. At the moment of confirmation, the system will send a notification message to the Account's previous email address, which will allow the owner of the Account's previous email address to restore the Account to its previous email address within 7 days of confirmation.

- 5.10. The Service Provider is entitled to place the Customer's account in a Prohibited status in the event of repeated or serious breach of contract by the Customer.
- 5.11. The Service Provider excludes all liability for the conduct of the Client. The Client is fully and exclusively responsible for his own conduct and activities.
- 5.12. The Account email address can be changed no earlier than once every seven days.

## 6. Awardak, Balance

- 6.1. The Service Provider shall display the gross fees for the Services per Unit Period on the Website. The fees indicated on the Website are for informational purposes only and are required to start the Service. They represent the amount credited to the Customer's Balance after deducting the fees for the payment options.
- 6.2. The Service Provider maintains a virtual balance (Balance) in Points for the Customer. Services from the Service Provider can only be purchased from the Points Balance.
- 6.3. Points purchase (balance top-up, recharge) Within the case of food, the calculation method for Points for the paid consideration is as follows:
  - I) The customer selects the Payment Option that suits them.
  - II) Tax and other costs of the selected Payment Option will be deducted. The Service Provider will display the tax rate and the amount or rate of Points credit specific to the Payment Option on the Website.
  - III) The amount remaining after deductions, calculated in Hungarian Forints (HUF), will be credited to the Customer's Balance in the form of Points at a conversion rate of 1 HUF = 1 Point.
- 6.4. The Service Provider is obliged to maintain the Customer's balance only during the term of the Contract; upon termination of the Contract, the Point balance is lost and cannot be restored or reclaimed.
- 6.5. The Service Provider checks and credits the payments received in the WebAdmin Accounts to your bank account once a week.
- 6.6. The Service Provider issues an electronic invoice for the rental fees received in accordance with legal requirements. The Customer accepts the electronic invoicing method.
- 6.7. The Service Provider uses the electronic invoicing is done using an electronic invoicing program operated by a third party.
- 6.8. Only the Payment Options published on the Website may be used to purchase Points.
- 6.9. The Payment Options published on the Website are external services provided by a third party, for the operation of which the third party is solely responsible.
- 6.10. The Balance of a WebAdmin Account may be transferred to any person, but not exclusively to a payer under Act CL of 2017 on the Taxation System. can be uploaded by a natural person (You can buy points) if the given Account can be clearly identified during the payment.
- 6.11. To identify deposits to a bank account, it is mandatory to indicate in the Payment Option message field the username of the Account whose Balance the depositor wishes to top up.

- 6.12. If a payment cannot be clearly linked to a WebAdmin Account, then the amount paid will not be credited and, if the Payment Option used allows, the remaining amount after deducting the costs will be refunded.
- 6.13. In the case of a bank deposit, the Service Provider gives the Customer the option to credit the deposit value against a receipt before the amount is received. The Customer can upload an image file of a valid payment receipt in WebAdmin, which the Service Provider can accept or reject.
- 6.14. If the Customer intentionally submits misleading, untrue, false or modified documentation in WebAdmin, the Service Provider is entitled to block the Customer's Account and file a criminal complaint.
- 6.15. The Service Provider reserves the right to change prices. The Service Provider shall inform the Customer about the price change at least 5 (five) days in advance on the Website, and then display the new prices on the Website and in WebAdmin linked to the Services. In the event of a price change, the prices of the Periods that are already running or previously added (created) will not change. Periods created after the price change will be created according to the new prices.
- 6.16. The Service Provider may, in justified cases, modify the Customer's Point Balance by crediting positive or negative Points at the Customer's request or with their consent.
- 6.17. The Service Provider is transferring Customer Points to another Account with a fee per month, the amount of this fee is 20% of the transferred Point amount.
- 6.18. \* repealed on 31 March 2023.

## 7. Periods

- 7.1. AND The Customer shall activate the Service for the first time after ordering it by deducting the fee for the Service Period from the Point Balance using the button provided for this purpose in the WebAdmin. The Service Provider shall be obliged to place the activated Service in the Installed state without unnecessary delay.
- 7.2. Period types in the system:
  - I) Active Period: The Period that started the latest among the Periods with a start time earlier and an end time later than the current Hungarian time.
  - II) Inactive Period: All non-Active Periods.
- 7.3. When ordering the Service, the Customer determines the length of the Period; the period of time with which they wish to pay for the Service.
- 7.4. A Service may have multiple Periods. The Service is defined according to the Active Period properties.
- 7.5. The "Monthly" Period is 30 days long, the "Quarterly" Period is 3\*30 days long, the "Semi-Annual" Period is 6\*30 days long, the "Annual" Period is 12\*30 days long, and the "One and a Half Yearly" Period is 18\*30 days long.
- 7.6. The start of a Period is the time when the Period begins.
- 7.7. The expiration or end of a Period is the time when the Period ends.
- 7.8. The length of a Period is the time between its beginning and its end.

- 7.9. If a Service does not have an Active Period, but has at least one previously ended Period and at least one Period that has not yet begun, the Service will be placed in Hibernation for the interim period.
- 7.10. If an Active Period of a Service ends with its automatic renewal feature enabled and there is no at least one Period that has not yet begun, a new Period will be automatically created with the features of the Active Period and their price displayed on the Website, if the required amount of Points is available in the Customer's Balance. The beginning of the new Period will be the end of the previous Period, and the length of the new Period will be the same as the previous Period. If, under the above conditions, the Customer's Balance does not have the required amount of Points, the Service will be placed in Hibernation mode at the expiration date of the Current Period and will be cancelled on the tenth day after the expiration date. Payment for the Service is only possible before the cancellation date.
- 7.11. If a Service's Active Period ends without the auto-renewal feature turned on and without at least one unstarted Period, the Service will be placed in Hibernation at the time of the Active Period's expiration and will be canceled on the tenth day thereafter.
- 7.12. The duration of the Service that has been placed in Hibernation due to late payment will be deducted from the duration of the next Period. The Customer is not entitled to any compensation for the Service period thus lost.
- 7.13. The properties of an Active Period cannot be modified after the payment date for the Period. In this case, the properties of the Service can only be overwritten by adding a new Active Period.
- 7.14. The duration of the Service's "Installing..." status (activation) is included in the duration of the Active Period.
- 7.15. Period properties can be modified by both the Customer and the Service Provider. The Customer may modify the properties of an Active Period only, which can be edited from the WebAdmin, no more than once per hour and at least 24 hours before the expiration of the Period. Modification or addition of Inactive Period data can be requested by the Customer in a WebAdmin message sent to the Service Provider, but the Service Provider is not obligated to do so.

## 8. Terms of Service

- 8.1. Permitted limitations and other features of the Services ordered by the Customer and specified in these GTC in detail visible in the Customer's WebAdmin Account (MySQL, FTP accounts, TeamSpeak 3 rooms, etc.).
- 8.2. The Service Provider undertakes to make all reasonable efforts to ensure the quality and continuity of the Service.
- 8.3. Service and order statuses in the system:
  - I) Pending: Service that has been ordered but not yet paid for, which the Customer can activate by deducting the Points available on their Balance and pressing the dedicated button in WebAdmin.
  - II) Under Installation ("Installing..."): Service under installation.

- III) Installed: A Service that is deployed, activated, and operational and can be accessed and managed by the Customer.
  - IV) Hibernated: A Service that is installed but cannot be managed by the Customer.
  - V) Deleted: A Service that has been previously deleted and cannot be restored.
- 8.4. Customer may only manage its Installed Services.
  - 8.5. The Service Provider undertakes an annual availability of 99.2% for the Services it provides, which Pre-announced maintenance is not included in the calculation of availability time. The Service Provider is not responsible for downtimes and other operational problems exceeding this error limit.
  - 8.6. The Service Provider is entitled to suspend the Services due to maintenance, and must inform the Customer about this on the Website or in WebAdmin at least 24 hours before the start of the planned maintenance.
  - 8.7. In the event of a Service outage that is demonstrably due to the Service Provider's fault, the Customer is entitled to request from the Service Provider:
    - a) the crediting of the Points paid for the Service to the WebAdmin Account for the time-proportionate portion of the Service outage, or
    - b) the modification of the expiration date of the affected Active Period to a later date by an amount equal to the length of the Service outage.
  - 8.8. In the case of an installed Service, the Service Provider is not obligated to modify the type and access data (IP address, port) of the Service.
  - 8.9. The Customer is obliged to include the word "SynHosting" in the name of all its Installed Services (hereinafter referred to as Branding)., unless otherwise agreed in writing with the Service Provider, or if the Customer has purchased the Active Period Branding Removal feature in WebAdmin. In the absence of a different agreement and the purchase of the Branding Removal feature, in the event of a violation of this point, the Service Provider may place the Service in Hibernation.
  - 8.10. The Customer is entitled to use the Services only for their intended use. Intended use means using the Service for the purpose and to the extent that is "expected of" the Customer, which use is permitted by the characteristics of the Service and the Active Period, usual resource the extent of demand does not exceed.
  - 8.11. The Service may only be run and used with the properties indicated and permitted in WebAdmin and in a manner that does not exceed their limits (e.g. server space, IP address, port). Modification of these properties outside of WebAdmin is prohibited.
  - 8.12. The Customer is solely responsible for ensuring that third parties (e.g. players) using the Services ordered by him/her only use the Services in a manner permitted by law and without exceeding the limits of good taste.
  - 8.13. The Service Provider is entitled to refuse to provide the Service to the Customer if the Service Provider or another service provider operating in the same sector has previously withdrawn from the contract due to a serious breach of contract by the Customer.
  - 8.14. The Customer is obliged to notify the Service Provider of any facts that come to their attention that may adversely affect the operation of the Services.
  - 8.15. The Service Provider shall, to the extent possible, provide protection against overload attacks reaching its network under the conditions specified by the Internet

service provider. The Service Provider shall not be liable for any problems arising from overload attacks despite this protection.

- 8.16. It is prohibited to change the Service's IP, port characteristics and the number of seats for the Active Period in WebAdminbanusing values other than those displayed, especially changing these properties outside the WebAdmin interface.
- 8.17. The Service Provider is entitled, but not obliged, to check the content uploaded by the Customer to the Service Provider's electronic storage and/or published or made available using the Service, as well as their legality. The Customer is obliged to ensure that the rights of third parties in this content are protected, a do not directly or indirectly violate any law or good taste. The Customer is fully and exclusively responsible for such content.
- 8.18. If the Service Provider discovers any illegal, infringing or offensive content uploaded by the Customer to the Service Provider's electronic storage and/or published or made available using the Service, the Service Provider will immediately remove it without warning or justification and may disable the Customer's Services or Account.
- 8.19. If the Customer displays content that is competitive with the Service Provider or otherwise infringes the Service Provider's business interests while using the Services, the Service Provider has the right to disable the Customer's Services or Account.
- 8.20. The Customer may not in any way violate the Service Provider's right to good reputation.
- 8.21. It is the Customer's responsibility to provide the Internet access, hardware and software tools necessary to access the Services, and to configure them appropriately.
- 8.22. The Service Provider is entitled to develop, expand, modify, or change their parameters without separate notification to the Customer, provided that this does not cause a decrease in the value of the Services.
- 8.23. If the Customer uses the Service in violation of the provisions of the GTC or otherwise misuses it, The Service Provider is entitled to limit or Hibernate the Customer's Services to the extent and for the duration of the breach of contract, in proportion to the extent and for the duration it deems appropriate. The Customer is not entitled to any compensation in connection with this limitation.
- 8.24. The Service Provider cannot be held liable for any direct or indirect damage resulting from the use of the Service.
- 8.25. The Service Provider excludes liability for any outages, downtime or any other improper operation related to the provision of its Services that occurred due to a reason or reasons beyond the control of the Service Provider or beyond its control.
- 8.26. The Service Provider is not liable for any damages according to the Service GTC. for damages or lost profits suffered by the Customer or a third party due to the suspension.
- 8.27. The Service Provider assumes no liability for any errors or termination of the Service.
- 8.28. The Service Provider will mandatorily restart the Services once a day to ensure proper operation. This mandatory daily restart can be disabled for a periodic fee indicated in WebAdmin.

## 9. Customer service

- 9.1. The Service Provider maintains free customer service for Customers, the contact details of which are published on the "Contact" page of the Website.
- 9.2. The customer service provided by the Service Provider covers only issues closely related to the Services.
- 9.3. The Customer has no right to hold the Service Provider accountable in any way for the technical characteristics of the hardware devices providing the Service.
- 9.4. The Service Provider undertakes to respond to all messages received through its contact details published on the Website.
- 9.5. A receivedThe Service Provider will respond to messages as soon as possible, but no later than two working days.
- 9.6. The Service Providercannot be held responsible due to slower than usual responses to messages received on weekends, holidays, or public holidays.
- 9.7. If the Customer's behavior towards the Service Provider or another Customer is malicious, provocative or in any other way offensive (including, in particular, opening a PayPal case with a claim for a refund when using the PayPal payment method), the Service Provider is entitled to place the Customer's Services in Hibernation, delete them or disable their Account.
- 9.8. The Service Provider undertakes a limited period of free Configuration for the Services ordered by the Customer. The Service Provider performs Configuration only upon the Customer's specific request, which the Customer may request in the form of a WebAdmin message.
- 9.9. After every purchase of 1000 Points (top-up of the Customer's Balance with 1000 Points), the Customer may request a free Configuration from the Service Provider with a maximum work requirement of 1 hour. Fractional units are calculated in direct proportion.
- 9.10. The Configuration request must be formulated in a clear, concise and unambiguous manner.
- 9.11. If the Customer has exhausted the free Configuration time frame, they are not eligible to request Configuration assistance until another payment is made.
- 9.12. If, after completing part or all of the Configuration, part or all of the Configuration results are lost due to the Customer's fault, the Service Provider is not obliged to repeat the Configuration.to complete.
- 9.13. In case of Unsuccessful Configuration, especially if the extensions requested by the Customer are not working or are not working properly, or are not completed within a reasonable timedetectable errorsThe Service Provider assumes no liability for this.

## 10. Complaints handling

- 10.1. The Service Provideraims to provide all Services to each Customer in the best possible quality and at the highest level. If the Customer nevertheless has any complaints regarding the performance of the Contract, he/she may submit his/her complaint at any time on the "Contact" page of the Website.

- 10.2. The Service Provider and the Customer shall always attempt to resolve their disputes amicably through the Service Provider's customer service contact details.
- 10.3. The Customer may file a complaint with the National Data Protection and Freedom of Information Authority (NAIH):  
Address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c  
Mailing address: 1530 Budapest, P.O. Box: 5.  
Phone number: +36-1/391-1400  
Fax number: +36-1/391-1410
- 10.4. In case of a complaint, the Customer has the option to contact the Borsod-Abaúj-Zemplén County Arbitration Board:  
Address: 3525 Miskolc, Szentpáli u. 1.  
Phone number: +36-46/501-091, +36-46/501-875
- 10.5. The Customer and the Service Provider agree to the exclusive jurisdiction of the Court with jurisdiction over the registered office of the Service Provider for any legal disputes falling within the scope of these GTC that cannot be settled by agreement:  
Miskolc District Court  
3525 Miskolc  
Dózsa György Street 4  
+36-46/353-411

## 11. General provisions

- 11.1. The Customer agrees to indemnify and hold harmless the Service Provider and its employees from and against any and all claims, including claims, losses, damages, lawsuits, judgments, litigation costs and attorneys' fees, arising out of or in connection with the use of the Services or any violation of these Terms and Conditions.
- 11.2. The Service Provider's entire liability for any claim under these GTC (unless otherwise provided by law) is limited to the amount paid by the Customer to the Service Provider.
- 11.3. The Service Provider is in no way liable for any reasonably foreseeable losses or damages.
- 11.4. The Service Provider undertakes to be willing to waive certain points of the GTC for the benefit of the Customer in exceptional cases as determined by it.
- 11.5. The Service Provider does not publish content that contains or advertises illegal activities or that is not based on real data.
- 11.6. The Website and WebAdmin operated by the Service Provider are considered intellectual property and are protected by copyright. It is prohibited to copy, reproduce in any way, or publicly display or publish in whole or in part the graphic and/or structural materials, information, procedures, solutions, ideas contained on the Website and in particular the WebAdmin, without the written consent of the Service Provider.
- 11.7. If the Customer does not comply with the provisions of these GTC and the Service Provider does not immediately take the relevant measures (for example, limiting the Service), the Service Provider is entitled to take these measures in the future.

11.8. The contracting parties hereby record that, after reading and interpreting this Agreement, they accept it as fully in accordance with their will and consider it binding on them.