

# General Terms and Conditions for Shops

Regarding the usage of the GiftHunter Application

Validity: 22.05.2018.

## Preamble

1. These Terms and Conditions apply to the conditions of use, user rights and obligations towards the shops and rights holders of the application **GiftHunter** (henceforth GiftHunter, Application or Software) developed by the Service.

## General Information

2. The developer of the application and the Service provider is Imre Berényi entrepreneur (henceforth Service).
3. Public Data of the Service:

Name:	Imre Berényi (self-employed)
Seat:	6640 Csongrád, Hársfa street 92.
Place of Business:	6640 Csongrád, Hársfa street 92.
Postal Address:	6640 Csongrád, Hársfa street 92.
Registration Number:	9102075
Tax Identification Number:	64237989-1-26
E-mail Address:	imre@berenyisoft.hu

## Terms

4. **GiftHunter/Application:** Designed to run and function as a mobile application on mobile phones. Service gives shops limited right to use the application according to this T&Cs. The users can use the services and acquire the products and the available promotional products in the application.via the shops.

5. **User:** A natural person, registered in the GiftHunter application, who is looking for and the available promotional products offered by the shops and who has installed and started to use the application on a mobil device.
6. **Service Provider:** The entrepreneur Imre Berényi is the owner and the operator of the GiftHunter Application and Service.
7. **Service:** The Application is a complex of information technology, platform and marketing service. These promotional products based on the offer of the shops can be chosen in the application and obtained in the shops. The Service Provider guarantees the shops that the promotional products can be displayed and uploaded to the store. The Service Provider guarantees the Boxes to the Shops, which contain the code of the promotional products, and these boxes can be searched and acquired by the Users in the Shops.
8. **Mobile device:** Mobile phone, smartphone, tablet, phablet and other mobile communication, mobile devices suitable to run the GiftHunter Application and also the device used by the Shop in order to run the application.
9. **Shop:** Any natural or legal entity or other entity without legal status, who becomes a party in agreement with the Service Provider, registered as a Shop and its product is available in the application and can be obtained by the user as a promotional product. The Shop accepts the identification number given by the Service Provider. The material goods and benefits are ensured to be given to the user. The content of these products are represented by the Service, nevertheless, the service is not regarded as a reseller.
10. **Promotional Product:** According to this T&Cs, it is an obtainable and visible physical offer by the users, henceforth referred to as "Gift". The product has a merchantable quality and it can be taken into physical possession. According to the Hungarian law, the product can be an item of a charge free business.
11. **Box:** Paper boxes are required in order to be able to obtain the promotional products in the GiftHunter which are adjusted to the price categories. The box are placed in an open are of the shop, visible to the customers and the clients. The user's task is to find it, and the promotional code can be found inside the box.
12. **Website:** The Service can be found on the website <http://www.gifthunter.hu>, where additional information can be found about the GiftHunter Application.

## **Acceptance of Terms and Conditions**

13. By registration, according to this T&Cs, the Shop confirms that the Terms and Conditions have been read and the Shop understands them and agrees to be bound by them.
14. By accepting the T&Cs, the Shop approves of using the given information by the GiftHunter Application according to the Privacy Policy.
15. The Shop notes that the GiftHunter Application can be used only after reading and accepting the T&Cs.
16. The Shops must be registered in order to use the Application and the services of the Application on the developed user interface for this purpose, given their the following information:
  - User name,
  - Password,
  - Name of the Store,
  - Address of the Store,
  - Company Registration Number,
  - Tax Number,
  - Phone Number,
  - E-mail Address.

During registration the Shop must give their valid information. They are obliged to give the information according to valid documents; identity and address card. In any case of changes the service must be informed within 15 days.

The Service is not responsible for any wrong, mistaken information or e-mail address given during the process of registration. However, the Service Provider can demand compensation for the expenses. The Shop always has the possibility to check and modify their given information in the Store. The Service Provider is entitled to delete any information considered as wrong or false information. In case of doubt, the Service Provider is entitled to check the authenticity of the Shop and their given information.

The Service Provider reserves the right to delete or refuse the registration in case of suspicious invalid information or information misuse.

The Service Provider is entitled to terminate the contract with immediate effect and delete the registration as soon as the Service Provider learns that the Shop has violated any point of this Terms and Conditions, any third party's personal information and an infringement has been committed or invalid information has been used.

The personal information used during registration is not public, it is not accessible to any third party. In case of losing the password, it can be reproduced or modified by the Service Provider at the request of Shop.

The Shop can register after downloading and installing the Application. If other programs or applications are necessary in order to download and install the Application properly, the Shop ensures that these programs and applications will be downloaded and installed.

The Shop is entitled to delete the registration (profile) anytime. The Shop notices that after deleting the registration, every recorded data and transactions are deleted permanently, and these information cannot be restored.

#### Description of the Available Service and Process in the GiftHunter Application

17. The Shops can make their promotional products accessible to the Users free of charge according to the following points.
18. The Shop should give details of the advertised promotional product in order to make it accessible in the GiftHunter Application. After clicking on the "Gift Creating" menu item, the following details of the promotional product should be given:
  - Promotional Gift name,
  - Short description of the Gift,
  - The original price of the Gift,
  - Photo of the promotional product.
19. The product is listed according to the original price in to the appropriate one of the six choices. The Provider also gives a gift and box code which contributes to the accessibility of the promotional product.

20. These boxes must be placed in an open area of the shop, visible to the customers according to this T&Cs.

21. The User's tasks are to find the following:

- the Shop,
- the box of the promotional product with the proper QR Code on it,
- the promotional product with the proper gift code on it,
- Finally, the Shop needs to be informed of finding the gift via the Application, the process will be placed into "Under Control" status.

The Shop has to immediately check the Gift and Box Code on the platform of the Application. In case of correlation, the Shop must proceed as the following:

- The Shop is bound to change the status to "Confirmed",
- The Shop is bound to give the promotional product free of charge permanently.

22. The Provider does not take any responsibility for the uploaded promotional product either towards the Store or towards any third person.

In case of infringement, if the Shop proceeds against the Provider or any third person, the Provider is acquitted of every demand and the Provider's expenses are compensated.

### Box Ordering

23. Although the downloading and using of the Application is free of charge, the Shop accepts to pay for the Boxes.

24. The Box is ordered via the Application by the Provider. A price offer is sent to the Shop electronically to the registered e-mail address of the Shop. The price offer is accepted when the Shop confirmed it via email (henceforward: Offer). The price is considered to be paid when the sum is on the Provider's bank account. The Provider gives an invoice of the box ordering, shipping expenses, including the value added tax to the Shop.

25. The Provider always gives an electronic invoice to the Shop. The Shop must agree with this point. If the Shop asks for a printed invoice, additional charge must be paid. The charge is 500-, HUF+VAT/invoice.

The invoice must be settled within 15 days of the issue. The Shop must check the invoice immediately after receiving it. In case of any mistake, the Provider must be

informed with the exact problem within 5 days electronically. If the Provider does not receive any messages concerning the mistake, the invoice is considered to be accepted. The Price Offer is available for 15 days after the issue.

26. The shipping expenses and the expenses of the Boxes are included in the Price Offer.

27. The Provider must send the boxes within 15 days after the order through a Carrier.

The Provider passes every risk to the Shop after the boxes are received. The Provider is not responsible for any damages after giving them to the Carrier.

28. The expenses must be paid to the Provider after every order.

29. The Provider is not responsible for any damages after giving them to the Carrier. In case of any problem concerning the shipping, packaging, defect, the Carrier must be informed.

30. Post payment is not accepted, the expenses must be pre-paid to the Provider. Only bank transfer is accepted, there is no possibility to pay it online, cash or with bank card.

### **Creation of the integration with the Shop**

31. The Shop is informed that the connection between the technological system of the Shop and the info technological system of the Application is necessary (henceforward: Integration).

32. The API (Application Programming Interface) is provided to the Shop in order to be able to connect to the Provider's system. Documentation, resource, object and other codes are included in the API.

33. The API must be kept confidential, it cannot be published without written permission. The Shop is entitled to use it to connect to the system. No transfer of allowances are allowed.

34. The Shop is not entitled to reshape, modify, reproduce, decrypt or crack the source code. Not even for analyzing of its inner functioning or structure.

The Shop makes the Integration between the system of the Shop and the Provider for its own expenses. The Provider is not responsible for the success of the Integration.

The Shop is charged for every necessary task or software development.

### **Liability of the Shop**

The Shop accepts liability towards the Provider for the following points:

- Logos, names, designation, brand are in the possession of the Shop with any intellectual property, rights and permissions too,
- Only the Shop is entitled to use the display of the promotional products, photos, names and brands, the Shop received every necessary right and permission,
- The Shop is entitled to trade the promotional products, giving them to the Users, it received every necessary public authority permission and right,
- The Shop does not go bankrupt or it is not being wound up,
- The tax number of the Shop is valid, it is not suspended by the Valuation Office,
- Every information in the Application given by the Shop is valid,
- The Shop is entitled to enter into contract with the Provider according to this T&Cs,
- The Shop has an appropriate and promotional policy to the promotional products,
- The Shop has legal compliance which means full implementation of applicable legal requirements, including permit conditions, consumer protection, advertising and other rights.

The Shop indemnifies the Provider against any assertion concerning the promotional products or the above discussed points. The Provider's expenses are compensated in case of necessity.

The Shop is responsible for not displaying any illicit, unlawful, dangerous, insecure product (Banned Products):

- gambling with licensing obligation,
- prescribed medicines or medicaments,
- sexual or adult content, product or service,
- gun,
- living animal,
- tobacco product,
- pyrotechnical product,
- illegal drugs,
- Products with expired warrants.

## **Copyright, Ownership in the Application**

35. The Service Provider possesses exclusive ownership and copyrights related to the GiftHunter Application, software, documentations, resource codes, graphical, written and any other materials, including the logo and the website, according to the Hungarian Copyright Act 1999. LXXVI.
36. Using the GiftHunter Application for any sort of purposes without informing the Owner is forbidden.
37. The owner is entitled to every right to the patent, copyright, utility model, trade secret, know-how, intellectual property, independently these information were registered or approved.
38. The Shop cannot take any action or show any behavior in order to infringe the service or any intellectual properties.
39. Each reproduction, translation, modification, resource decoding, cracking, every right and recent software, system version, accomplishment including the developing and redeveloping of the application shall remain the property of the Service Provider.
40. The Shop agrees not to take away any information and right management data from the API relating to secrecy, brand and intellectual property.

## **Warranty of Title**

41. The Service Provider takes warranty of title because all authorities are fully comprehensive and absolute. The GiftHunter Application is qualified as an independent, original intellectual property. No third person has any authorities or rights to the GiftHunter.

## **Extension of Terms of Use and User Permission**

42. The Shop obtains rights by registering in the GiftHunter and downloading the Application. The Application is considered as a copyrighted work, program creation, free from any language or location limitation. The rights are not negotiable to any third party. The Shop acquires limited user rights from the Provider to run the Application and to display it on the screen.

Shop Permissions cover the usage of the Application, furthermore the usage of the modified, improved and updated version of the Application by the Provider.

43. The Shop is not entitled to revise, process, translate, modify, correct or reproduce anything, in the Application for any purposes listed also in the point 38. The user is also not entitled to translate the Application or use any other translated version of a third party.
44. The Shop is entitled to download, install and run the Application on the user's property. The maintenance and servicing is the Service Provider's task. The User is amenable to law in case of the infringement of this mandate.
45. The Shop is entitled to use always the updated version of GiftHunter. By installing the new version, the old version is not accessible to the User and the User is not entitled to use it.
46. The Shop is not entitled to give the GiftHunter Software or any part of the Application to a third party.
47. The source code is not accessible to the Shop, it is the property of the Service Provider.
48. The Shop is not entitled to become acquainted with the source code. The User is not entitled to modify any part of the GiftHunter, reproduce the source code or translate it not even ensuring the compatibility and cooperation with the existing version and computer science system.
49. The Shop is not entitled to decrypt, translate, reshape, reproduce and crack the source code. Not even for analyzing of its inner functioning or structure.
50. The Shop is not entitled to spread, publish or make it accessible to any third party.
51. The Service Provider has unlimited authority and rights in the comments, ideas, remarks related to the GiftHunter (chat, blog). Every related comments remain the property of the Service Provider, and the Provider cannot be limited in the usage of this information. The Provider is unlimitedly entitled to use, exploit, publish, modify or even delete the shop's comments without letting know the shop.

## **Technical Conditions**

52. In order to use the Application, the following systems are required:
  - a) Android 4.0
  - b) IOS 10.3

c) Windows Phone Windows 10.

### **Trade mark**

53. The logo and name of the Application GiftHunter in the Application and on the website remain the intellectual property of the Service Provider. Without previous written agreement, third party cannot use, publish or reproduce these signs.

### **Secrecy**

54. The API, Price Offer and every information concerning the Application must be kept in secrecy. Obligations of Discretion and Confidentiality include the API, Application, Price Offer, Service, supply, development, informational systems, consumer circle, process and steps, financial, technical, economic, marketing, management, pricing techniques and concepts, statistics.

Information, documentation in the Application shan't be copied, published, made accessible or modified.

55. The Shop assumes a prime role to inform the Service Provider immediately in case of any violation of information safety. The Service Provider does not take any responsibilities for the storage of the password or in case of third party becomes aware of the password.

56. Obligations of Discretion and Confidentiality covers the employees of the shop too according to this T&Cs, and it is valid to every third person in connection with the Shop.

57. After the termination of the contract, the Obligations of Discretion and Confidentiality is still valid unlimitedly.

### **Limitation of Liability**

58. The Provider gives Shops access to the GiftHunter without a warrant in its original condition with all of its flaws. The Shop bears all responsibility concerning the appropriate quality, performance, precision and efficiency.

The User is obliged to guarantee the hardware and software conditions considering the installation and usage of the Application.

59. The Provider is not responsible for every other consequences which are not part of the activities in this contract. The Provider is not responsible for a third parties' or shop's

way and purpose in the usage of the Application. The Provider is particularly not responsible whether the users use the Application according to correct application of legislation or any other contract.

60. In case of noticing any flaw in the Application, the Shop is obliged to inform the Provider immediately. The Shop is responsible to cooperate with the Provider in order to debug the problem in the Application. The Shop is obliged to give every required information to the Provider in order to solve the problem.
61. The Shop is obliged to save every information and file regularly on the used mobile device and provide the safe storage. The Provider does not take responsibilities for any bug, flaw in the system, or in any other software of the mobile device. The Provider does not take responsibility for loss either. Media storage products should be kept and treated with infinite care.
62. The Application works only on legitimate platforms and in antivirus setting. The Provider does not take any responsibility in any unauthorized access. The Provider is not responsible if the Application is not used as it is exactly intended or for any consequences resulting from not appropriate conditions.  
The Provider does not take any responsibility for any database connected to the GiftHunter in the User's or any third person's usage or for any damage have been made by data entry in from the part of the Shop. Only the Shop can be called to account.  
The Provider is not responsible for the Shops, promotional products, and their geographical location, for any of their characteristics, the state of complete information, conformity, reality, appropriateness, or for the third party's usage of the information. The GiftHunter is not responsible for any content, including the infringing, inaccurate, obscene, indecent, threatening, offensive, disparaging, illegal remarks or content or for the behavior, data transferring and data of the stores.  
The Provider is not responsible for any virus or for any limiting functions which restrict the accessibility and the usage of the application or for any software and hardware incompatibility, delay or bug of the website and service which are detected during appropriate usage or initiation, processing or termination of transaction. The Provider does not take any responsibility for any material damage or expense caused by the usage via hyperlink or any third party.
63. The Provider shall not be called to account in failing to meet any deadline or breakdown, or intermission because of the following reasons: natural disasters,

political events, the outside the scope of the control of the authority, measures taken by authorities, and problems including strike, public utility and telecommunication services. These actions shall be applied when the compliance is connected to Provider's and any of its subcontractor's vis major events or implementation.

64. According to this Terms and Conditions, the Provider can be called to account for material damage only in the value of 50.000 HUF, fifty thousand forint. The price of compensation is maximized. The Shop accepts this term.
65. The Provider shall be called to account for the material damage taken when there is no fixed condition or short deadline of the law and in the case when the Provider is informed within 8 days in a written form. This sentence shall not be substituted to that case, when the damage is caused intently.
66. The Shop is in contact with only the Store with a legal contract during the finding and receiving of the gifts. The parties of the contract does not include the Provider. The Provider does not take any responsibilities for any quality or for any advertised products in the Store. The problems concerning these factors can be solved exclusively between the Shop and the Store.
67. Furthermore, the Provider does not take any responsibility for any damage or consequences in case of losing, stealing, or any theft of the online identity association. The Shop relinquish their right for any compliance of compensation taken by any official bodies. The Provider's office-holder shall refer directly to this point of the Terms and Conditions.

### **Maintenance of the Web Page**

68. The Provider provides, maintains and updates the webpage according to the way, time and frequency determined by the Provider at the degree of its power.
69. The Shop faces cognizance and particularly accepts the fact that the Provider can create contact with the GiftHunter Application User and the Shop's electronical devices via remote desktop connection during updating. The Shop accepts this form of data communication and data transfer and also contributes and enables them.

The information provided by the Shop shall be used for updating activities and the information must not be given to any third party. The information is kept in secrecy. The information shall be deleted immediately when the purpose of the data management is implemented.

70. Every sort of modification are considered to be updates when the goal is to keep information timely and accurate, improving existing function, modification of any part or element of the system including the necessary modifications during particularly other software alterations (for example: operating system).

71. Regular online maintenance does not include any bugs or mistakes during the following activities:

- direct natural damage
- breakage during usage,
- misuse, carelessness, intentional damaging,
- installed program or application without the consulting with the Provider,
- work done by third party,
- misuse or careless usage of the infrastructural hardware which run the Application.

72. The Provider can provide, maintain and also update the Application according to the way, time and frequency determined by the Provider at the degree of its power. Every modification of an element or a unity is an update according to this Terms and Conditions.

### **The modification of the Terms and Conditions**

73. The Provider will then, in its wisdom decide whether to modify the Terms and Conditions or not. The reason of the modification can be but not exclusively:

- significant modification in the consequence of the Provider's conditions,
- significant technology changes,
- amendment of a law,
- any reason concerning any function, general economic interest, technical opportunities or service influencing conditions.

74. This Terms and Conditions and its modification shall be displayed on a visible platform, on the opening site of the website by the Provider. It must be accessible and

printable directly free of charge. The modification of the Terms and Conditions enters into force after 8 (eight) day.

75. The Shop is informed of the Terms and Conditions modification by the Provider after the first signing to the application. The User accepts the modification after logging in, and clicking on the Terms and Conditions.

76. In the case when the Shop does not refuse the modification of the Terms and Conditions within 8 days, it is considered to be accepted.

In the case when the Shop objects the Terms and Conditions and it is not accepted, the Shop is entitled to abrogate the contract within 15 days period of notice in written form.

#### **Termination and terminating of a contract**

77. The Provider is entitled to terminate the contract in a written form with 15 days period of notice without any justification according to this Terms and Conditions.

78. The User is entitled to terminate the contract in a written form with 15 days period of notice without any justification according to this Terms and Conditions.

79. The Provider is entitled to terminate the contract with immediate effect in a written form in case when:

- when the User exceeds the terms and conditions,
- when the User violates the Terms and Conditions severely.

80. The parties are entitled to terminate the contract at any time with mutual agreement.

81. The parties enters into contract for indefinite duration.

82. The User must compensate the Provider if the User does any material, consequential, damage or liability claim to the Provider with violating the contract.

#### **Other Provisions**

83. If any part of the Terms and Conditions become invalid, so that this provision does not apply to the other provisions of the Terms and Conditions.

84. The Hungarian authorities and official bodies have disposal to judge any sort of legal dispute and the Hungarian law is authoritative.

85. This Terms and Conditions are not considered to be a written contract, it is not stored electronically by the Provider.

86. The Provider is entitled to transfer the authority to a third party and ease demand informing the Store.

87. Unless proven otherwise, the notification shall be read and delivered in these following occasions:

- 5 days after delivering the package via courier,
- 7 days after delivering the package via airmail,
- the 2<sup>nd</sup> day 12 p.m. after delivering the electronic mail.

88. This Terms and Conditions are written originally in Hungarian, the Hungarian laws are authoritative.

89. This Terms and Conditions does apply to indefinite period of time.

Szeged, 2018.