

Terms and Conditions for Customer

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 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 users the right to use the application according to the standing order terms and conditions. The users can use the services and acquire the

products offered by shops and the available promotional products in the application.

5. **User:** At least 18 years old natural person, registered in the application GiftHunter. By installing and the application on the mobile phone the user agrees to our terms and conditions.
6. **Service Provider:** The entrepreneur Imre Berényi is the owner and the operator of the GiftHunter Application and Service.
7. **Service:** The Service Provider guarantees that the user receives the represented Promotional products in the application for free, offered and rendered accessible by shops via the GiftHunter Application. 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.
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 user 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:** 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. These boxes are placed in

an open area of the shop, visible to the customers. 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.

User Registration

13. The users 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 personal details, particularly their user name, full name, email address and password (henceforth: **Registration**). The services of the Application can be used only after registration. Users must be at least 18 years old in order to use the Application. Any person under 18 is not entitled to register. These registrations entail refusal. If the Service learns later, that the user is not 18 of age, the registration can be deleted.
14. During registration the users must use their valid information. They are obliged to give their personal information according to their 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 user always has the possibility to check and modify the personal information. 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 users and their given personal details.

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 user 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 user.

The user has taken note that the service of the GiftHunter Application cannot be used under the age of 18.

15. The user bears full responsibility for the username and the password belonging to the registration with any associated activities. The user 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.

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

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

Acceptance of Terms and Conditions

17. By registration, the user confirms that the Terms and Conditions have been read and the user understands them and agrees to be bound by them.

18. By accepting the Terms and Conditions, the user approves of using the given information by the GiftHunter Application according to the Privacy Policy.

19. The user notes that the GiftHunter Application can be used only after reading and accepting the Terms and Conditions.

The accessible Service in the GiftHunter Application and the description of the process

20. After successful registration, the user has the possibility to obtain free promotional products offered by shops.

21. In the Application, six (6) price categories can be chosen. Thanks to it, the Application lists the accessible shops and items of the advertised promotions with photos and short descriptions.

22. If the user wishes to obtain any of the promotional product, the user should click on the “Head to the Store”. The Application will list the geographical data of the store and information of the promotional product:

- Gift ID,
- Box ID,
- Name of the Gift,
- Short Description,
- Original Price.

23. The user’s task is to find the gift according to these parameters:

- The store where the gift can be found,
- The chosen Promotional Product with the Box ID,
- The chosen Promotional Product with the Gift ID.

24. If the user finds the gift successfully according to above mentioned points, “Gift is Found” point informs the store. The transaction of the user has changed to “Under Checking”.

25. If the store gives a confirmation of the successful transaction, the status will be changed to “Approved” in the GiftHunter Application. The promotional product can be obtained now by the user in the store.

26. The Service Provider does not take any responsibilities for the Promotional Products, the short description of the items, any displayed further information, the process of the store and application, the activities of the store and the legality of the activities. The user notes that in any case of defect, information incompleteness, the user has to confront with the store.

Complaint Management

27. In case of any complaint, the Service Provider should be informed in a written way, including by post or electronically (in e-mail). Furthermore, complaints can be made personally too in this contact details:

Written Complaint:

- Seat:
- Postal Address:
- E-mail Address:

Personal Complaints:

Seat:

- Personal complaints can be made during office hours between 9.00 and 16.00. In case of personal complaints minutes must be drawn up. The complaint must be immediately assessed and solved. Otherwise, the complaints must be assessed within 30 days and the demandant user must be informed.
- Work days between 9.00 am and 17.00 pm on these phone numbers:

In case of phone call, the conversation with the administrator will be recorded. The administrator will let know the user at the beginning of the conversation about the voice recording. If the user does not end the conversation after this, it will be regarded as agreed.

28. In case of written complaint, the complaint will be assessed within 30 days by the Service Provider. If the complaint will be refused, the Service Provider is obliged to give an explanation to the demander.

29. In case of refusal, the User can apply to Conciliation Authorities at the user's residence. In the absence of such authorities, the Csongrad Conciliation Authorities can be found here:

In case of Consumer Protection related affairs, the user can contact the Government Departments. The user can find further information about the residence of the authorities: <http://www.jarasinfo.gov.hu>

Technical Conditions

30. In order to use the Application, the following systems are required:

- a) Android 4.0
- b) IOS 10.3
- c) Windows Phone Windows 10

Copyright, Ownership

31. 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.

32. Using the GiftHunter Application for any sort of purposes without informing the Owner is forbidden.

33. 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.

34. The user cannot take any action or show any behavior in order to infringe the service or any intellectual properties.

35. 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.

36. The user agrees not to take away any information and right management data from the Application relating to secrecy, brand and intellectual property.

Warranty of Title

37. 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

38. The Users obtain user 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 user acquires limited user rights from the Provider to run the Application and to display it on the screen.

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

39. The User 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.

40. The User 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.

41. The User 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.
42. The User is not entitled to give the GiftHunter Software or any part of the Application to a third party.
43. The source code is not accessible to the User, it is the property of the Service Provider.
44. The User 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.
45. The User is not entitled to decrypt, translate, reshape, reproduce and crack the source code. Not even for analyzing of its inner functioning or structure.
46. The User is not entitled to spread, publish or make it accessible to any third party.
47. 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 user's comments without letting know the user.

Trade mark

48. 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.

Limitation of Liability

49. The Provider gives users access to the GiftHunter without a warrant in its original condition with all of its flaws. The user 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.

50. 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 user'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.

51. In case of noticing any flaw in the Application, the User is obliged to inform the Provider immediately. The User is responsible to cooperate with the Provider in order to debug the problem in the Application. The User is obliged to give every required information to the Provider in order to solve the problem.

52. The User 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.

53. 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 User. Only the User can be called to account.

The Provider is not responsible for the stores, 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.

54. 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.
55. 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 User accepts this term.
56. 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.
57. The User 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 User and the Store.
58. 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 User 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

59. 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.
60. The User faces cognizance and particularly accepts the fact that the Provider can creates contact with the GiftHunter Application User and the User's electronical devices via remote desktop connection during updating. The User accepts this form of data communication and data transfer and also contributes and enables them. The information provided by the User 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.
61. 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).
62. Regular online maintenance does not include any bugs or mistakes during the following activities:
 - a. direct natural damage
 - b. breakage during usage,
 - c. misuse, carelessness, intentional damaging,
 - d. installed program or application without the consulting with the Provider,
 - e. work done by third party,
 - f. misuse or careless usage of the infrastructural hardware which run the Application.
63. 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

64. 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:
- a. significant modification in the consequence of the Provider's conditions,
 - b. significant technology changes,
 - c. amendment of a law,
 - d. any reason concerning any function, general economic interest, technical opportunities or service influencing conditions.
65. 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.
66. The User 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.
67. In the case when the User does not refuse the modification of the Terms and Conditions within 8 days, it is considered to be accepted.
In the case when the User objects the Terms and Conditions and it is not accepted, the User is entitled to abrogate the contract within 15 days period of notice in written form.

Termination and terminating of a contract

68. 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.
69. 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.
70. The Provider is entitled to terminate the contract with immediate effect in a written form in case when:
- a. when the User exceeds the terms and conditions,
 - b. when the User violates the Terms and Conditions severely.
71. The parties are entitled to terminate the contract at any time with mutual agreement.
72. The parties enters into contract for indefinite duration.
73. 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

74. 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.
75. The Hungarian authorities and official bodies have disposal to judge any sort of legal dispute and the Hungarian law is authoritative.
76. This Terms and Conditions are not considered to be a written contract, it is not stored electronically by the Provider.
77. The Provider is entitled to transfer the authority to a third party and ease demand informing the Store.
78. Unless proven otherwise, the notification shall be read and delivered in these following occasions:
 - a. 5 days after delivering the package via courier,
 - b. 7 days after delivering the package via airmail,
 - c. the 2nd day 12 p.m. after delivering the electronic mail.

79. This Terms and Conditions are written originally in Hungarian, the Hungarian laws are authoritative.
80. This Terms and Conditions does apply to indefinite period of time.

Szeged, 2018.