

## Terms & Conditions / User Agreement

**Effective Date: [01.04.2023]**

**Last Modified: [01.04.2023]**

**INTRODUCTION** Welcome to Our Site's User Agreement (hereinafter "**Agreement**" or "**Terms and Conditions.**") The purpose of the Agreement is to define the legal relationship between [Niveus Group (CEE) Ltd. as the operator and/or owner of the Site and the User of the Service and also to inform You about the content of the Agreement. The provisions of this Agreement will govern Your use of Our Site, and You should therefore take some time to read the Agreement carefully. The Agreement shall prevail to all User – whether being a Client or not – who use the Site.

You should treat the Agreement as any other legal contract by reading its provisions carefully, as they will affect Your legal rights. By accessing the Site in any manner, You are affirmatively agreeing to be bound by all of the terms contained in this Agreement. You may not pick and choose which terms apply to You. If You do not agree with all of the terms in this Agreement, You must cease all access and use of the Site and any other services provided by the Company.

Our Site may contain advertisements, communications, and links posted by or referring to independent third parties, over which We exert no control. We do not get involved in any disputes that may develop between Our advertisers and others. Therefore, You are urged to use Your own good judgment and common sense if responding to such communications, as We are not responsible for any interactions occurring between Our Users and any third parties as a result of Your use of the Site. Various laws protect sites like Ours from civil claims, so We encourage You to independently research any information found in advertisements or communications, before making any decisions. We hope that You thoroughly enjoy Our services, and anticipate that You will find Our Site useful and informative. Should You have any questions or comments regarding Our Site, or its policies, please feel free to contact us for further information. The laws of Hungary and the laws of the individual city, county, state, province or nation may regulate the activity discussed or promoted by the Site, or by third parties communicating on the Site. Check the local laws before taking part in any such activities.

### 1. PRELIMINARIES

**1.1.** Unless the context otherwise requires the words defined in this clause shall have the following meanings:

**1.1.1.** „**Site**” or „**Our Site**” means the website under the domain name www.mediastore.cloud operated by Niveus Group (CEE) Ltd.

**1.1.2.** Parties referred to in this Agreement are defined as follows:

**A./ Niveus Group (CEE) Ltd.** - is the operator of the above listed Site and hereinafter shall be referred to as "**Company**". When first-person pronouns are used in this Agreement, (Us, We, Our, Ours, etc.) these provisions are referring to Company and/or to any other site that we may choose to operate in the future. Additionally, when the terms "the Site" or "Site" are used, these terms refer to any of the above listed Sites, any predecessor or successor domain or url, along with any website published by Us, unless a site is specifically exempt from this Agreement. Our Site, and the services the Site provides ("**Services**"), may contain images and content, including but not limited to text, software, images, graphics, data, messages, or any other information, and any other website content owned, operated, licensed, or controlled by the Company (collectively, "**Materials**")

**B./ You, the User** - As the User of this Site and/or Services, this Agreement will refer to the User as "**You**" or through any second-person pronouns, such as "**Yours**" etc. Hereinafter, the User of the Site and/or Services shall be referred to in applicable second-person pronouns. You certify that you are over eighteen (18) years of age.

**C./ User vs. Member** - For the purposes of this Agreement, all Members are Users, but not all Users are Members. This Agreement applies to all Users whether they are Members or not. You become a User by accessing this Site or the Services in any way, therefore You need not become a Member of the Site to make this Agreement apply to You. You are not considered a "**Member**" as defined by this Agreement until such time as You have completed the necessary online membership registration forms ("**Registration**").

**1.2. Consideration** - Consideration for Your acquiescence to all of the provisions in this Agreement has been provided to You in the form of allowing You to use Our Site and Our Services. You agree that such consideration is both adequate, and that it is received upon Your viewing or using any portion of any of Our Site and/or Services, whether You are a User or Member.

**1.3. Incorporations by Reference** - Although this Agreement represents the primary terms and conditions of service for Our Site, additional guidelines and rules are hereby incorporated by reference.

The document(s) which can be found on Our Site, and which are specifically incorporated by reference, and are therefore part and parcel of this Agreement are the following:

- **Privacy Policy**

## **2. USING THE SITE / ELECTRONIC SIGNATURES / ASSENT REQUIRED**

**2.1.** Nobody is authorized to access the Site or use the Services unless they have signed this Agreement. Such signature does not need to be a physical signature, since electronic acceptance of this Agreement is permitted by Act V of 2013 on Civil Code and also regulated by Act CCXII of 2015 on electronic administration and general rules of fiduciary services and Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC. You manifest Your agreement to this contractual Agreement by taking any act demonstrating Your assent thereto. Most likely, You have clicked or will click a button containing the words **“I agree”** or some similar syntax. You should understand that this has the same legal effect as You placing Your physical signature on any other legal contract. If You click any link, button, or other device provided to You in any part of Our Site’s interface, then you have legally agreed to all of these Terms and Conditions. Additionally, by using any of Our Site or Services in any manner, including uploading Your Content to Our Site, You understand and agree that We will consider such use as Your affirmation of Your complete and unconditional acceptance to all of the terms in this Agreement.

**2.2.** If You fail to sign this Agreement, You understand that You are an unauthorized user of the Site and Services, despite any payments made or subscriptions sold to You. No act or omission by Us should be interpreted as a waiver of the requirement that You assent to this Agreement. If You fail to do so, You are still bound by the terms of this Agreement by virtue of Your viewing the Site or using any portion of the Site or Our Services. However, if You fail to electronically sign this Agreement, You stipulate to and agree to pay Us two hundred and fifty dollars (\$250) each time You access the Site as liquidated damages for unauthorized access and use, and You agree to pay all of Our costs and expenses, including attorney’s fees and costs, incurred in collecting this unauthorized access fee from You.

**2.3.** If You are seeking information regarding any illegal activities, please leave this Site immediately and do not attempt to use the Services. You acknowledge that You are aware of the community standards in your community, and You will only access the content on the Site and/or use the Services if You believe that the content on the Site does not offend the community standards prevalent in Your community.

**2.4.** You agree not to use the Services or access the Site if doing so would violate the laws of Your state, province, or country.

## **3. AMENDMENT OF THE AGREEMENT / WAIVER**

**3.1.** Parties agree that the Company reserves the right to amend the Agreement and You agree that We have this unilateral right. You agree that all modifications or changes to this Agreement are in force and enforceable immediately upon posting. The latest version of the Agreement will be available via the link named “Terms and Conditions” placed on the home page. Parties agree that the Company is not obliged to send notification or to publish the changes of the Agreement.

**3.2.** We agree that if We change anything in this Agreement, We will change the “last modified” date at the top of this Agreement so that it is immediately obvious that We have updated the Agreement. It is the User’s responsibility to be up to date with the latest version therefore if You fail to periodically review this Agreement to determine if any of the terms have changed, You assume all responsibility for your failure to do so and You agree that such failure amounts to Your affirmative waiver of Your right to review the amended terms. We are not responsible for Your neglect of Your legal rights. (**“Waiver”**)

**3.3.** Any updated or edited version supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and keeps the prior version or portions thereof in effect. To the extent any amendment of this Agreement is deemed ineffective or invalid by any court or authority, the Parties intend that the prior, effective version of this Agreement be considered valid and enforceable to the fullest extent.

## **4. ACCESS AND MEMBERSHIP**

**4.1. Access and limited licence** - All Users may access certain public areas of the Site. You understand that all We are providing You is access to Our Services as We provide them from time to time, and You understand and agree that We may cease operating the Site at any time and without notice or damage to You. You need to provide Your own access to the Internet, and any Internet access or other fees that You incur to access Our Site and use Our Services are Your sole responsibility. We are not providing

any hardware nor software to You – and You need to purchase or license the necessary hardware and software to access the Site and Services. This Agreement covers all public and non-public areas of the Site.

#### **4.2. Membership**

**4.2.1.** To access certain features of the Site and Services, You must register as a Member of the Site.

**4.2.2.** Membership may not be transferred or sold to a third party. Membership includes a single-user license to access the Materials. You are not authorized to share any of Our Materials with any person who does not have their own membership. If You do so, both You and the unauthorized viewer/User are jointly and severally liable for any fees that will be due if there is no Membership in place for the unauthorized User. You are not permitted to distribute any content from Our Sites through peer-to-peer networks or any other file sharing platforms.

**4.2.3.** The Site and its affiliates disclaim any and all liability arising from fraudulent entry and use of the Site. If a User fraudulently obtains access, the Site may terminate membership and/or access immediately and take all necessary and appropriate actions under applicable national (at first place Hungarian), federal, state, European and international laws.

#### **4.3. Membership Fees**

**4.3.1.** You agree to pay all membership fees when due. Current membership packages and fees are disclosed during Registration at the specific Site for which You have registered. We reserve the right to change the Site's membership fees at any time, with or without notice to You.

**4.3.2.** Refunds will be considered on a one by one basis as determined by the Site operator.

**4.3.3.** At the time of Registration, You must select a valid payment method and choose how long You wish to be a Member of the Site.

**4.3.4.** We reserve the right to contract with a third party entity to process all payments. Such third party entity may impose additional terms and conditions governing its payment processing services. You are responsible for abiding by such stipulations, if applicable. We disclaim any liability in relation to Your violation of such stipulations.

**4.3.5.** You are responsible for any and all fees or penalties that are associated with Your account.

**4.3.6.** Members are billed at the designated duration for unlimited content access only during such duration. You understand that if You become a Member with a “recurring” membership, We employ an automatic rebill procedure in order to provide continuity of Service. You may cancel at anytime. For example if You join the 30 day monthly membership, and cancel the same day, you will have access for 30 days and will not be billed after the 30 days is up. Non-recurring memberships do not require a cancellation.

**4.3.7. Billing Errors** - If You believe that You have been erroneously billed, please notify Us of such error immediately. If You do not notify Us of within fifteen (15) days of the error having occurred, You will have deemed the alleged error as acceptable for all purposes, including resolution of any inquires made by or on behalf of Your banking institution.

**4.3.8.** You are responsible for any credit card charge backs, dishonored checks, and any related fees that We incur with respect to Your account. If You fail to reimburse Us for any credit card charge backs, dishonored checks, or related fees within 30 days of Our initial demand for reimbursement, You agree that You will pay Us \$100 in additional liquidated damages for each fee incurred.

#### **4.4. Termination of Membership or User Account**

**4.4.1.** You may cancel Your membership at any time by clicking the “**Cancel**” link at the bottom of the Site or by following the cancellation instructions found here: <https://support.ccbill.com/>

**4.4.2.** Without limiting other remedies, We may immediately issue a warning, temporarily suspend, indefinitely suspend, or terminate Your access and use of the Site and Services at any time, with or without advance notice, if:

**A./** We believe, in Our sole discretion, that You have breached any material term of this Agreement or the document(s) it incorporates by reference;

**B./** We are unable to verify or authenticate any information You provide to Us;

**C./** We believe, in Our sole discretion, that Your actions may cause legal liability for You, Our Users or Us; or

**D./** We decide to cease operations or to otherwise discontinue any services or options provided by the Site or parts thereof.

**4.4.3.** You agree that neither the Site nor any third party acting on Our behalf shall be liable to You for any termination of Your access to any part of the Site, including but not limited to if the Site ceases operation.

**4.4.4.** You agree that if Your access is terminated by Us, You will not attempt to regain access to the Site – using the same or different username – without prior written consent from Us.

#### **4.5. Providing personal and other data / Conduct to maintain whilst using the Site**

**4.5.1.** To access the Site or some of the resources it has to offer, You may be asked to provide certain registration details or other information. In order to verify Your identity, some of this information may be personal, private or detailed. In connection with completing the registration, You agree to provide true, accurate, current and complete information about Yourself as prompted by the registration (such information being the "**Registration Data**"); and You further agree to maintain and promptly update the Registration Data to keep it true, accurate, current and complete at all times while You are a Member. While we use reasonable efforts to protect the personal information of others from inadvertent release or misappropriation, We are not responsible for the intentional or criminal acts of third parties such as hackers or “phishers.”

**4.5.2.** You must promptly inform Us of all changes, including, but not limited to, changes in Your address and changes in Your credit card used in connection with billing and/or payment for the Site and Services, if applicable. If You provide any information that is untrue, inaccurate, not current or incomplete, or if We or any of Our authorized agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We have the right to suspend or terminate Your account and refuse any and all current or future use of the Site and Services, as well as subjecting You to criminal and civil liability. If applicable, You are responsible for any credit card charge backs, dishonored checks and any related fees that Site incurs with respect to Your account.

**4.5.3.** You are entirely responsible for any and all activities conducted through Your account. You agree to notify Us immediately of any unauthorized use of Your password or accounts as well as of any other breach of security.

**4.5.4.** “**Your Content**” - includes any information, text, images, video, or other content or media uploaded or otherwise provided by You for Us to publish or otherwise make available on the Site or Services and which is not Material otherwise provided by Us. You agree that Your Content will comply with all provisions set forth in this Agreement.

**4.5.5.** Subject to Your acceptance of this Agreement, We grant You a limited, nonexclusive, nontransferable personal license to access and use the Site, Materials, and the Services contained therein. We provide the Materials and Services on this Site for the personal, non-commercial use by Users of the Site. Users of this Site are granted a single copy license to view Materials.

**4.5.6.** All Materials and Services available on the Site shall be for private non-commercial use only, and all other uses are strictly prohibited, unless consented to by Us. If You are a business entity or commercial concern, Your presence on the Site is not allowed unless it is expressly authorized in writing by Us. We reserve the right to pursue vigorous legal action against unauthorized login by business and commercial entities.

**4.5.7.** We reserve the right to limit the amount of Materials viewed. You agree to prevent any unauthorized copying of the Site, or any of the Materials contained therein. Any unauthorized use of the Site or any of the Materials contained therein terminates this limited license effective immediately. This is a license to use and access the Site for its intended purpose and is not a transfer of title. You will not copy or redistribute any of the content appearing on this Site. We reserve the right to terminate this license at any time if You breach or violate any provision of this Agreement, in which case You will be obligated to immediately destroy any information or Materials You have downloaded, printed or otherwise copied from this Site. Violators of this limited license may be prosecuted to the fullest extent under the applicable law.

#### **4.6. Stolen Cards and Fraudulent Use of Credit Cards**

We take credit card fraud very seriously. Discovery that any Member has used a stolen or fraudulent credit card or other payment method will result in the notification of the appropriate law enforcement agencies/authorities and termination of such Member's account.

#### **4.7. Service Interruption**

From time to time due to technological factors, scheduled software uploads and other factors beyond Our control, service may be temporarily interrupted. From time to time certain features of the Site, such as the Site's email system, may not be available for use due to technological and other factors. From time to time, access to the Site and the ability to log into the Site may not be available due to technological and other factors. You agree to hold Us harmless against any such interruption of service.

#### **4.8. Agreement to Receive Notifications and Other Communications**

We – in accordance with the provisions of Act XLVIII of 2008 on basic conditions and limits of commercial marketing activities and/or other national, federal and state laws – reserve the right to send electronic mail or other messages to You and to other Members. You understand and agree that even unsolicited commercial email sent from Us or Our affiliates is not SPAM as that term is defined under any law. The purpose of this communication may include but is not limited to:

A./ Inform You of any change to the status Your membership;

B./ Provide information to You regarding products or services offered by Our affiliates or partners; or

C./ Inform You about any of Our related products or services.

### **5. SPECIAL CONSIDERATIONS REGARDING MINORS (ATTENTION! READ CAREFULLY!)**

**5.1. Age of Majority** - In order to use the Site or any Services provided by the Company, You must have attained the age of majority in Your jurisdiction. You represent and warrant You are at least eighteen (18) or twenty-one (21) years of age, depending on the age of majority in Your jurisdiction, and that You have the legal capacity to enter into this Agreement. If You are not at least eighteen (18) or twenty-one (21) years of age, depending on the age of majority in Your jurisdiction, You must exit the Site immediately and may not use or access the Site or use the Services in any manner.

**5.2.** We specifically disclaim any responsibility or liability for any misrepresentations regarding a User's age.

**5.3.** You represent and warrant that You will not allow any minor access to this Site or Services. Users should implement parental control protections, such as computer hardware, software, or filtering services, which may help Users to limit minors' access to harmful material. You acknowledge that if Your computer or mobile device can be accessed by a minor, that You will take all precautions to keep Our Materials from being viewed by minors. You additionally acknowledge that if You are a parent, it is Your responsibility, and not Ours, to keep any age-restricted content from being displayed to Your children or wards.

### **6. IMAGES AND CONTENT**

**6.1.** Our Site and Services contain images and content, including but not limited to text, software, images, graphics, data, messages, or any other information, and any other website owned, operated, licensed, or controlled by Us (defined above as "**Materials**")

**6.2.** You acknowledge and stipulate that all of the Materials constitute expressive content that is fully protected by the Constitution of Hungary.

**6.3.** You acknowledge and understand that some or all of the Materials on Our Site and transmitted via Our Services may depict activity that is restricted to adults, and may therefore be inappropriate for viewing by minors. You acknowledge that You are aware of the nature of the Materials provided by or through the Site and that You are not offended by such Materials, and that You access the Site and Services freely, voluntarily, willingly, and for Your own personal enjoyment.

**6.4.** You understand that all of the information, data, text, images, audio, graphics, messages, or any other content on the Site or available via the Services, are the sole responsibility of the party from whom the content originated. This means that You are entirely responsible for any and all content that You upload, post, transmit, e-mail, message, or otherwise publish via Our Services (Your Content). We are not always able to control the content posted on the User profiles, forums, or User communications, and as such We do not guarantee the accuracy, integrity, quality, or any other aspect of such posted content. You

agree that by using the Site and Services covered by this Agreement, You very well may be exposed to content that You might find offensive, indecent, problematic, or otherwise objectionable. Under no circumstances will we accept liability in any way for any content posted by, uploaded by or transmitted by Our Users.

**6.5.** We are committed to making the use of Our Site a safe and pleasant experience for Our Members. In order to do this, We reserve the right, at Our sole discretion and with no obligation to do so, to periodically monitor, either at random, or selectively, Member profiles, chat sessions, or forum posts. This includes all communication sent or received through any communication system offered via the Services.

**6.6.** We further reserve the right, at Our sole discretion and with no obligation to do so, to delete any content violating the terms within this Agreement. We may delete any content including pictures, messages, forum posts, or profiles that are deemed in Our sole discretion to be illegal, immoral, offensive, or in violation of the letter and spirit of this Agreement and the purpose of the Site or any of its affiliates, if applicable.

**6.7.** You acknowledge Your responsibility to prevent minors under Your care from accessing harmful or inappropriate material. You agree not to allow minors to view any such content, and You agree to take responsible measures to prevent them from doing so. Numerous commercial online safety filters are available which may help users limit minors' access to harmful or inappropriate material. You are hereby informed that You can research such services at websites such as: [www.getnetwise.org](http://www.getnetwise.org) or [http://www.child-internet-safety.com/internet\\_filters.php](http://www.child-internet-safety.com/internet_filters.php), among others. Please note that We make no representation or warranty regarding any of the products or services referenced on such sites, and We recommend that You conduct appropriate due diligence before purchasing or installing any online filter. You agree to take particular steps to prevent minors from viewing Our Site or the content received via Our Services if Your computer or mobile device can be accessed by a minor. Finally, You agree that if You are a parent or guardian of a minor child, it is Your responsibility, not Ours, to keep any age-restricted content on Our Site or Services from being displayed or accessed by Your children or wards.

**6.8.** You acknowledge and understand that We operate as the provider of an interactive computer service. Thus, We are immune from, and cannot be held responsible for, claims arising from the publication or transmission of Your Content as well as the content of other Users and third parties. We do not create such content, and We are not responsible for the publication of remarks or communications of third parties that may arguably rise to the level of being actionable under national, federal, state, international or other laws including, but not limited to, the publication of material that might be considered defamatory, or violative of privacy or publicity rights. Note, that law allows Us to remove or block any content found to be offensive, defamatory, obscene or otherwise violative of Our policies, without impacting Our status as the provider of an interactive computer service.

**6.9.** a) All content on our website is the property of their respective owners and is protected by copyright laws. You agree to use the content only for personal, non-commercial purposes and not to reproduce, distribute, display, or transmit the content in any other way. b) You are not allowed to share, upload, or make the content available to any third party by any means. c) You may not modify, adapt, translate, or create derivative works based on the content without the explicit permission of the content owner.

## **7. LICENCE TO USE YOUR INFORMATION AND CONTENT**

**7.1.** Absent any written agreement executed by Us to the contrary, and with the exception of personal, financial and billing information, You hereby grant to Us the perpetual, unlimited, royalty-free, worldwide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sublicense, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use, any text, images, data, video or other information and content You provide on or through this Site or which is sent to Us or others by text, e-mail or other correspondence, for any purpose whatsoever. This license shall include the right to copy and transfer Your entire profile, or portions thereof, and all its content, including text, pictures, photographs, personal description, forum posts and any contact information, to any affiliate or related or partner sites of Ours and to post such content on different pages of the Site at Our sole discretion. We shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed by Us in writing or required by law.

**7.2.** By uploading or entering any photographs, videos, text, or any other content to Your profile or anywhere else on this Site, You hereby swear that You own or control all intellectual property and publicity rights with respect to the referenced content; and You hereby irrevocably grant a non-exclusive right and license to Us to:

A./ Reproduce, transmit, communicate, display, or distribute Your submitted photographs and content, on or as part of Our Sites, on other Internet sites, or elsewhere, for promotional or commercial purposes, by means of any technology, whether now known or hereafter to become known;

B./ Reproduce Your photographs and content in digital form of display on the Internet (alone or in combination with other works, including, but not limited to, text, data, images, photographs, illustrations, animation, graphics, video, or audio segments, and hypertext links)

C./ Adapt, modify, or alter Your photographs and content or otherwise create derivative works based upon Your photographs and content; and for all other reasonable promotional or commercial uses either as part of the operation of Our Site, or as a promotion or operation of any derivative or related businesses.

## **8. RESTRICTIONS AND REGULATIONS GOVERNING USE OF OUR SITE AND SERVICES**

**8.1.** You agree that You will only use the Site and Services for purposes expressly permitted and contemplated by this Agreement. You may not use the Site and Services for any other purposes, including commercial purposes, without Our express prior written consent.

**8.2.** Without Our express prior written authorization, You may not:

- Duplicate any part of Our Site or the Materials contained therein or received via the Services (except as expressly provided elsewhere in this Agreement);
- Create any derivative works based on Our Site or any of the Materials contained therein or received via the Services, and You agree and stipulate that any and all derivative works are NOT “fair use”;
- Use Our Site or Services, or any of the Materials contained therein, for any public display, public performance, sale or rental, and You hereby agree and stipulate that any and all such uses are NOT “fair use”;
- Re-distribute Our Site or any of the Materials contained therein or received through the Services, and You hereby agree and stipulate that any and all such uses are NOT “fair use”;
- Remove any copyright or other proprietary notices from Our Site or any of the Materials contained therein;
- Frame or utilize any framing techniques in connection with Our Site or any of the Materials contained therein;
- Use any meta-tags, pay-per-click advertising, or any other “hidden text” using Our Site’s name or marks, and You hereby stipulate that any use of the Site’s name or marks, or any other marks owned by Us is an infringement upon Our trademark rights, and You stipulate to liquidated damages of five thousand dollars (\$5,000) per such infringement, plus You agree to pay any and all fees incurred in the recovery of this amount, including attorney’s fees and all associated costs;
- “Deep-link” to any page of Our Site (including the homepage), or avoid agreement to the Site’s Terms & Conditions; You may only link to the main entry page;
- Circumvent any encryption or other security tools used anywhere on the Site or in conjunction with the Services (including the theft of user names and passwords or using another person’s user name and password in order to gain access to a restricted area of the Site);
- Use any data mining, site scrapers, bots, or similar data gathering and extraction tools on the Site or in conjunction with the Services;
- Sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Materials or Services or any of Your rights to access and use the Materials or Services as granted specifically by this Agreement; or
- Use Our Services to transmit content to any other User or person that may be viewed as defamatory, vulgar, threatening, unlawful, abusive, tortious, invasive of that person’s privacy, or racially, ethnically, or otherwise objectionable;
- Use Our Services to impersonate any other User or person;
- Attempt to disguise Your identity as the originator of any content You transmit through Our Services;
- Transmit any content which may be deemed as unsolicited or commercial advertising, including but not limited to sending spam, promotional material, and any other form of solicitation, including soliciting Members to join or acquire membership at any other website;

- Use the Services in connection with unlawful contests, lotteries, or gambling; pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- Request or send money, or any other form of financial assistance, from or to any Member that You encounter on this Site, with the sole exception of transactions as authorized within the appropriate forum on the Site;
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute, traffic or disseminate any defamatory, obscene, or otherwise unlawful content;
- Publish, post, upload, distribute or disseminate any topic, name, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation;
- Upload, or otherwise make available files or products that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consents to do same;
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's property;
- Download any file posted by another user of the Site and Services that You know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Restrict or inhibit any other User from using and enjoying the Services;
- Harvest or otherwise collect information about others, including e-mail addresses or other personally-identifiable information;
- Violate any applicable laws, policies, or regulations;
- Create a false identity, including misrepresented real age, location, country of residence, country of origin, religion, height, weight, and any other item of personal description, for the purpose of misleading others. Any fraudulent, deceptive or unfair transactions or trade practices are strictly forbidden.

## **9. RESTRICTIONS ON USER POSTED MEDIA**

**9.1.** All persons depicted in Your Content, which is not provided by Us, images or video must be at least eighteen (18) years of age when the depiction was created.

**9.2.** We reserve the right to review and/or reject any content created and/or posted by Members and We may delete any profiles, forum posts or chat room correspondence without warning, although the Site undertakes no obligation to monitor User content or take any such actions. We encourage Our Members to report any violations of these restrictions by other Members. Uploading prohibited depictions violates this Agreement, and may result in suspension or cancellation of Your account.

**9.3.** You agree to cooperate with Us in causing any unauthorized use to cease immediately. You are solely responsible for submitting any material that violates any Hungarian or other national, federal, state or international laws even if a claim arises after Your service is terminated, and by doing so, Your actions shall constitute a material breach of this Agreement and the Site shall terminate all of Your rights under this Agreement. Nothing contained in this Agreement shall obligate Us to monitor or investigate any use of Our Services by Our Users or other third parties, other than as required by applicable law.

**9.4. Interference** - Except where expressly permitted by law or by Us, You may not translate, reverse-engineer, decompile, disassemble, or make derivative works from any of Our Materials or any other materials from Our Site. User hereby agrees not to use any automatic device or manual process to monitor or reproduce the Site or Materials, and will not use any device, software, computer code, or virus to interfere or attempt to disrupt or damage the Site or any communications on it. If You do not adhere to this provision of this Agreement, You hereby stipulate to and agree to pay liquidated damages of five



thousand dollars (\$5,000) plus any and all fees associated with recovery of these damages, including attorney's fees and costs.

## **10. STIPULATED LIQUIDATED DAMAGES**

**10.1.** In various provisions in this Agreement, We have outlined liquidated damages amounts to be applied as penalties against You if You violate these specific provisions. You specifically agree to pay these amounts. In agreeing to pay liquidated damages, You acknowledge that this amount is not a penalty, that the actual damages are uncertain and difficult to ascertain, but that this amount represents the parties' good faith attempt to calculate an appropriate compensation based on anticipated actual damages.

**10.2.** For any breach of a portion of this Agreement that does not specifically state a liquidated damages amount, You hereby agree that any breach of this Agreement shall result in liquidated damages of one hundred dollars (\$100) per occurrence. You specifically agree to pay this one hundred dollars (\$100) in liquidated damages.

## **11. DISCLAIMER OF WARRANTY**

**11.1.** You expressly agree that use of the Site and Services, or any of the Materials contained therein is at Your own and sole risk. You also understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Site and Services or any of the Materials contained therein is done at Your own discretion and risk and that You will be solely responsible for any damage to Your computer system or loss of data that results from the download of such material and/or data.

**11.2.** The Site and Services, and all materials contained therein, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

**11.3.** We make no representations or warranties that the Site and Services, or any Materials contained therein, will be uninterrupted, timely, secure, or error free; nor do We make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Site and Services or any of the materials contained therein.

**11.4.** You understand that We cannot and do not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. We do not assume any responsibility or risk for Your use of the Internet.

**11.5.** We make no warranty regarding any goods or services purchased or obtained through the Site and/or Services or any transaction entered into through the Site and/or Services, and We are not responsible for any use of confidential or private information by sellers or third parties.

**11.6.** The warranties and representations set forth in this Agreement are the only warranties and representations with respect to this Agreement, and are in lieu of any and all other warranties, written or oral, express or implied, that may arise either by agreement between the parties or by operation of law, including warranties of merchantability and fitness for a particular purpose. None of these warranties and representations will extend to any third person.

## **12. DISCLAIMER AND INDEMNIFICATION**

**12.1.** The provision of any services which are in violation of any laws is strictly prohibited. If We determine that You or any User has provided or intends to provide any services or material in violation of any law, Your ability to use the Site and Services will be terminated immediately without any reimbursement of any payment You may have made to Us. We have every right to voluntarily cooperate with law enforcement or private aggrieved parties that We may be legally compelled to do so. We do hereby disclaim any liability for damages that may arise from any User providing any material or services for any purpose that violates any law. You do hereby agree to defend, indemnify and hold Us harmless from any liability that may arise for Us should You violate any law derived from Your actions both, on and off-line.

**12.2.** You also agree to defend and indemnify Us should any third party be harmed by Your illegal actions or should We be obligated to defend any claims including, without limitation, any criminal action brought by any party.

**12.3.** Our Site and Services contains material that may be offensive to third parties. You agree to indemnify and hold Us harmless from any liability that may arise from someone viewing such material and You agree to immediately cease review of the Site and use of the Services should You find them offensive.

**12.4.** You agree to defend, indemnify, and hold harmless Company, its officers, directors, shareholders, employees, independent contractors, telecommunication providers, and agents, from and against any and all claims, actions, loss, liabilities, expenses, costs, or demands, including without limitation legal and accounting fees, for all damages directly, indirectly, and/or consequentially resulting or allegedly resulting from Your, or You under another person's authority including without limitation to governmental agencies, use, misuse, or inability to use the Site, Services, or any of the Materials contained therein, or Your breach of any of this Agreement. We shall promptly notify You by electronic mail of any such claim or suit, and cooperate fully (at Your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or defense at Our own expense, and choose Our own legal counsel, but are not obligated to do so.

### **13. AMUSEMENT PURPOSES OF THE SITE**

**13.1.** You understand and accept that Our Site and Services is an *entertainment* and *recreational* service.

**13.2.** Any User accessing Our Site in an effort to engage in or facilitate illegal or tortious activities shall have their Membership and/or access to the Site and the Services subject to immediate cancellation, and may be reported to the appropriate law enforcement agency/authority.

**13.3.** You understand and accept that if You attempt to contact other Members on the Site, all activities or interaction resulting therefrom is solely on Your own volition. You understand and accept that no communications done on the Site between You and other Members is private. You hereby specifically release Us and all other Members from any liability for invasion of privacy, defamation, publicity, false light, and related torts, in the event that Your communications or profile are made public. Nothing contained in this section is intended to limit the scope of releases and/or indemnification contained elsewhere in this Agreement.

**13.4.** We do not endorse, confirm, support, verify or validate the accuracy or the reliability of any of the information posted by Members on this Site. This includes but is not limited to all text, images and profile data. We conduct no background check or criminal history evaluation of Our Members before or after they register as a Member of Our Site. You are encouraged to thoroughly inspect the credentials and background of any person You have contact or communicate with via Our Site or Services.

**13.5.** You explicitly, expressly, and totally understand and agree that We assume no liability or responsibility, financial, or otherwise for the truthfulness, accuracy, intent, motives, or behavior of anyone on this Site or any of its affiliate sites. You have contact or communicate with Members on this Site, and on any affiliate sites if applicable, at Your own risk. People use the Internet for various motives and intentions. It is Your responsibility and solely Your responsibility to verify the accuracy, truthfulness, good intentions, and motives of anyone that You have contact or communicate with as a result of Your activities on this Site. We are not responsible and are not liable for any aspect, legal or otherwise, of any conversations, contact, or other information exchanged between Members online or offline.

### **14. FRAUD AND SCAM WARNING**

**14.1.** The Site has no way of determining the validity of any communication that is transmitted via the Site or Services, or the validity of the person behind such communications. You expressly understand and agree that if any other Member that You are in communication with as a result of Your activities on the Site requests money from You for travel assistance, medical assistance, subsistence or for any other reason, it is almost certainly a scam or a fraudulent scheme and You are at a very high risk of being defrauded.

**14.2.** You hereby discharge, acquit, and otherwise release Company, its parent company, its agents, employees, officers, directors, shareholders, attorneys, and affiliates, from any and all allegations, counts, charges, debts, causes of action, and claims relating in any way to the use of, or activities relating to the use of the Site and Services including, but not limited to claims relating to the following:

**A./** Accomplice liability, conspiracy, aiding and abetting, sexual harassment, negligence, gross negligence, reckless conduct, alienation of affections (to the extent recognized in any jurisdiction), intentional infliction of emotional distress, intentional interference with contract or advantageous business relationship, defamation, privacy, publicity, intellectual property, misrepresentation, any financial loss not due to the fault of the Site, missed meetings, unmet expectations, false identities, fraudulent acts by others, invasion of privacy, release of personal information, failed transactions, purchases or functionality of the Site, unavailability of the Site, its functions and/or services and any other technical failure that may result in inaccessibility to the Site, or any other claim by individuals met on or through the Site and Services, including but not limited to fraud, theft or misuse of personal information, assault, battery, stalking, rape, theft, cheating, perjury, manslaughter, or murder.

**B./** The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by You. This release is intended by the parties to be interpreted broadly in favor of Us, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

## **15. LIMITATION OF LIABILITY**

**15.1.** In no event shall We (or Our licensors, agents, suppliers, resellers, service providers, or any other subscribers or suppliers) be liable to You, or any other third party for any direct, special, indirect, incidental, consequential, exemplary, or punitive damages, including without limitation, damages for loss of profits, loss of information, business interruption, revenue, or goodwill, which may arise from any person's use, misuse, or inability to use the Site, Services, or any of the materials contained therein, even if We have been advised of the probability of such damages. This is for any matter arising out of or relating to this Agreement, whether such liability is asserted on the basis of contract, tort or otherwise, even if We have been advised of the possibility of such damages.

**15.2.** In no event shall Our maximum total aggregate liability hereunder for direct damages exceed the total fees actually paid by You for use of the Site or Services for a period of no more than one (1) month from the accrual of the applicable cause or causes of action or ten dollars (\$10.00), whichever is greater. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to You.

## **16. LINKS AND LINKING**

**16.1.** Some websites which are linked to or from the Site are owned and operated by third parties. Because We have no control over such websites and resources, You acknowledge and agree that We are not responsible or liable for the availability of such external websites or resources, and do not screen or endorse them, and are not responsible or liable for any content, advertising, services, products, or other materials on or available from such websites or resources.

**16.2.** You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, goods or services available on or through any such website or resource. If You decide to access any such third party website, You do so entirely at Your own risk and subject to any terms and conditions and privacy policies posted therein.

**16.3.** You further acknowledge that use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use for those websites, and not by this Agreement or Our Privacy Policy, which is incorporated into this Agreement by reference.

**16.4.** Links to external websites (including external websites that are framed by the Site) or inclusions of advertisements do not necessarily constitute an endorsement by Us of such websites or the content, products, advertising, or other materials presented on such Site, but are for Your convenience.

**16.5.** You hereby agree to hold Us harmless from any and all damages and liability that may result from the use of links that may appear on the Site or via the Services. We reserve the right to terminate any link or linking program at anytime.

## **17. TRADEMARK INFORMATION**

**17.1.** Other manufacturers' product and service names referenced herein may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners, and may not be used publicly without the express written consent of the owners and/or holders of such trademarks and service marks.

**17.2.** None of the marks, logos, domains, and trademarks that You find on the Site and Services may not be used publicly except with express written permission from Us, and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits Us.

## **18. COPYRIGHT INFORMATION**

**18.1.** The Materials accessible from the Site, Services, and any other web site owned, operated, licensed, or controlled by Us are Our or Our Licensor's proprietary information and valuable intellectual property and We or the respective owners retain all right, title, and interest in the Materials.

**18.2.** The Materials may not be copied, distributed, republished, modified, uploaded, posted, or transmitted in any way without Our prior written consent, except that You may print out a copy of the Materials solely for Your personal use. In doing so, You may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Materials.

**18.3.** Modification or use of the Materials except as expressly provided in this Agreement violates Our intellectual property rights.

**18.4.** Neither title nor intellectual property rights are transferred to You by access to the Site and Services.

**18.5.** All Materials included on the Site, such as text, graphics, photographs, video and audio clips, music, soundtracks, button icons, streaming data, animation, images, downloadable materials, data compilations and software is the property of Company or its content suppliers and is protected by Hungarian and/or European/international copyright laws. The compilation of all Materials on the Site is the exclusive property of Company or its content suppliers and protected by Hungarian and/or European/international copyright laws, as well as other laws and regulations.

## **19. COPYRIGHT INFRINGEMENT NOTIFICATION PROCEDURES**

**19.1.** We respect the intellectual property of others, and We have adopted the following Notice and Takedown Policy relating to claims of copyright infringement regarding content found on Our Site.

**19.2. Notice of Claimed Infringement** - If You believe that Your work has been copied in a way that constitutes copyright infringement, please provide Our designated copyright infringement counsel (identified below) with the following information:

**A./** an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

**B./** description of the copyrighted work or other intellectual property that You claim has been infringed;

**C./** a description of where the material that You claim is infringing is located on the Site (preferably including specific url's associated with the material);

**D./** Your address, telephone number, and email address;

**E./** a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

**F./** a statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You may send Your Notice of Claimed Infringement to Us to the e-mail address [websitesupport@promessage.com](mailto:websitesupport@promessage.com)

## **20. DEFAMATION & INVASIVE MATERIAL POLICY**

**20.1.** We provide an interactive computer service, and thus We have no liability for User-posted content. Nevertheless, We recognize that despite this protection, there may occasionally be content posted by Our Users that is unappreciated by the subject of the User-posted content. It is not Our intention to cause anguish to any person nor harm to any entity, nor to allow through inaction such harm to occur. Accordingly, it is Our policy to respond respectfully to any complaints about User-posted content, or about content that We might have provided.

**20.2.** If You feel damaged by any User-posted content, or content provided by Us, We will, in Our discretion, take reasonable measures to comply with any reasonable requests. Therefore, We have instituted this policy.

**20.3.** You agree that if You have any complaint about any content on Our Site, including (but not limited to) a complaint or claim of defamation (libel or slander), invasion of privacy, false light, trademark

infringement, right of publicity claims, or any related or similar tort (from which We are otherwise immune from liability), that You will provide notice to Us by mail to:

websitesupport@promessage.com

**20.4.** You agree that We shall have ten (10) business days after RECEIPT of said notice to evaluate Your concerns.

**20.5.** After evaluating Your concern(s), We will either inform You that We do not believe Your concern is valid, or We will request Your preference regarding an opportunity to cure Your concern(s). This cure may, in Our discretion, include one of the following:

**A./** We may offer to delete the offending material.

**B./** We may offer to modify the offending material.

**C./** We may offer You the opportunity to publish a rebuttal to the offending material.

**D./** We may engage You and seek any other alternative resolution that will mitigate Your damaged legal interests – whether or not We are legally required to do so.

**E./** We may provide You with some or all identifying information We may have about the actual culprit (if the content was User-posted), but We are under no obligation to do so, and expressly reserve the right not to.

**20.6.** You acknowledge and agree that upon transmission of Your complaint to Us, You will be considered to have engaged in settlement discussions with Us, and neither party will initiate formal legal action while non-adversarial resolution is in progress. You agree that You will not file suit unless and until We issue a statement to You that We have taken Our final action, and that no further action will be taken without adversarial proceedings. At that point, You may proceed with arbitration as provided for under this Agreement.

**20.7.** You acknowledge that once You accept any of Our offers of non-adversarial resolution, that You irrevocably waive any and all possible claims for any allegedly offending material on Our Site and that if You do bring any action against Us that You hereby stipulate that You will bear Your own costs and fees incurred in the action, regardless of the outcome of that action, and that You stipulate that Your damages will be limited to one dollar (\$1), and no more, and that You hereby acknowledge that such amount of one dollar (\$1) is sufficient and adequate.

**20.8.** You understand that no part of this Agreement obligates Us to go beyond that required by law, and this Agreement is in place for Your convenience. If We believe that Your requests are unreasonable, We reserve every right to terminate discussions with or file suit against You to recover any legal fees incurred due to harassing or unreasonable requests. Nothing contained in this section shall obligate Us to undertake any specific action with regard to a given complaint, and We reserve all rights relating to resolution of disputes of this nature.

## **21. EXPORT CONTROL:**

**21.1.** You understand and acknowledge that the software elements of the Materials on the Site may be subject to regulation by agencies of the United States Government, including the United States Department of Commerce, which prohibits export or diversion of software and other goods to certain countries and third parties. Diversion of such Materials contrary to United States' or international law is prohibited.

**21.2.** You will not assist or participate in any such diversion or other violation of applicable laws and regulations.

**21.3.** You warrant that You will not license or otherwise permit anyone not approved to receive controlled commodities under applicable laws and regulations and that You will abide by such laws and regulations.

**21.4.** You agree that none of the Materials are being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or be used for proscribed activities.

## **22. NO AGENCY RELATIONSHIP**

Nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

## **23. NOTICE BY THE PARTIES**

**23.1. Notice** - Any notice required to be given under this Agreement may be provided by email to a functioning email address of the party to be noticed, by a general posting on the Site, or personal delivery by commercial carrier such as Federal Express, DHL or other similar logistical company. Notices by customers to Us shall be given by electronic messages unless otherwise specified in the Agreement.

**23.2. Change of Address** - Either party may change the address to which notice is to be sent by written notice to the other party pursuant to this provision of the Agreement.

**23.3. When Notice is Effective** - Notices shall be deemed effective upon delivery. Notices delivered by overnight carrier (e.g., United States Express Mail or Federal Express) shall be deemed delivered on the business day following mailing. Notices mailed postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt. Notices by email and facsimile transmission, with confirmation from the transmitting machine that the transmission was completed, are acceptable under this Agreement provided that they are delivered one (1) hour after transmission if sent during the recipient's business hours, or 9:00 a.m. (recipient's time) the next business day. Either party may, by giving the other Party appropriate written notice, change the designated address, fax number and/or recipient for any notice or courtesy copy, hereunder.

**23.4. Refused, Unclaimed, or Undeliverable Notice** - Any correctly addressed notice that is refused, unclaimed, or undeliverable, because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused or deemed undeliverable by the postal authorities, messenger, facsimile machine, email server, or overnight delivery service.

## **24. COMMUNICATIONS NOT PRIVATE:**

We do not provide any facility for sending or receiving private or confidential electronic communications. All messages transmitted to Us shall be deemed to be readily accessible to the general public. Visitors should not use this Site or Services to transmit any communication for which the sender intends only the sender and the intended recipient(s) to read. Notice is hereby given that all messages and other content entered into this Site or Services can and may be read by the agents and operators of the Site or Services, regardless of whether they are the intended recipients of such messages.

## **25. FORCE MAJEURE:**

We shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Our reasonable control, including but not limited to: acts of God, such as fire, flood, earthquakes, hurricanes, tropical storms or other natural disasters; war, riot, arson, embargoes, acts of civil or military authority, or terrorism; fiber cuts; strikes, or shortages in transportation, facilities, fuel, energy, labor or materials; failure of the telecommunications or information services infrastructure; hacking, SPAM, or any failure of a computer, server or software, for so long as such event continues to delay the Site's or Services' performance.

## **26. JURISDICTION/DISPUTES:**

**26.1. Governing Law** - This Agreement and all matters arising out of, or otherwise relating to, this Agreement shall be governed by the laws of Hungary, excluding/including its conflict of law provisions and the applicable laws/regulations of the European Union and international law.

**26.2.** All parties to this Agreement agree that all litigation permitted under this Agreement shall be tried and/or litigated exclusively in the competent courts of Hungary.

**26.3.** The parties agree to exclusive jurisdiction in, and only in Hungary.

**26.4.** The parties agree to exclusive venue in, and only in Budapest, Hungary.

**26.5.** The parties additionally agree that this choice of venue and forum is mandatory and not permissive in nature, thereby precluding any possibility of litigation between the parties with respect to, or arising out of, this Agreement in a jurisdiction other than that specified in this paragraph.

**26.6.** All parties hereby waive any right to assert the doctrine of *forum non-conveniens* or similar doctrines, or to object to venue with respect to any litigation permitted under this Agreement

**26.7.** All parties stipulate that the competent courts located in Hungary shall have personal jurisdiction over them for the purpose of any litigation permitted under this Agreement..

**26.8.** Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it, as contemplated by this paragraph by registered or certified mail, proof of delivery or return receipt requested, to the parties address for the giving of notices as set forth in this Agreement.

**26.9.** Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law if such enforcement becomes necessary.

**26.10. Right to Injunctive Relief** - Both parties acknowledge that remedies at law may be inadequate to provide an aggrieved party with full compensation in the event of the other party's breach, and that in any litigation permitted under this Agreement, an aggrieved party shall therefore be entitled to seek injunctive relief, in addition to seeking all other remedies available at law or in equity.

## **27. DATA PROTECTION**

**27.1. Purpose and legal title of the data management** - The purpose of the data management is to identify the Users in order:

A./ to ensure the performance of obligations by the Parties

B./ to make it possible to ask the Users about the products and Services

C./ to inform the User about the use and possibilities of the Site

D./ to avoid any operation failures.

**27.2.** The personal data is managed by the Company to ensure the performance of the Agreement. The duration of data management is the period of time as long as the Agreement is effective. The personal data given by the User can be used for direct marketing, for other purpose than the original only with the prior notification and consent of the User. The acceptance of the Agreement by You shall be considered as You were notified and gave Your consent to the above mentioned matter. In such an event the time period of the data management shall last until the revocation of Your consent which can be made anytime by You. The Company is entitled to send information to You about the operation and change of the Site.

### **27.3. Managing, providing, checking, modifying personal data**

**27.3.1.** We manage the data as confidential, and We try to make every technical, security and organizing action that may guarantee the safety of the data.

**27.3.2.** You accept that providing Your personal data is made voluntarily with consent, which is used according to this data protection declaration and the relevant legislation.

**27.3.3.** You are able to visit and check the Site without providing personal data, but some features are available only for Members with the requirement to provide personal data via the registration process. The mandatory fields are marked with an asterisk.

**27.3.4.** The personal data may be (re)viewed by You at any time without limitation.

**27.4. Erasure of personal data** - We provide the opportunity for You to erase Your personal data via the e-mail address [websitesupport@promessage.com](mailto:websitesupport@promessage.com). The request shall be completed – if no obstacles are present – and the personal data shall be erased from the registry. The personal data can still be managed after such a request has been made or the consent has been revoked without any further consent by You in order to perform a legal obligation or to enforce legitimate interest of the Company as data manager or third parties, if such interest is proportionate with the limitation of the right of personal data protection. The data is archived for 5 year in order to fulfill its legal obligation. In case You are not visiting the Site for 5 years the Service Provider automatically erase the available personal data. We are entitled even after this period to still manage personal data, that is required to enforce claims arising from the use of the Site.

### **27.5. Use and disclosure of personal data**

**27.5.1.** The usage of the personal data is performed accordingly to this Agreement and consent, and can not be disclosed – with the exceptions in this Agreement – to third parties.

**27.5.2.** By registering You give Your consent to the possible redirect of Your personal data to a data managing company. Data may be gathered for statistical purposes and may be disclosed

to third parties without the possibility to identify the User. There is no method to reproduce any personal data of You by this redirection.

**27.5.3.** Should You provide personal data of third party or disclose it or use illegally gathered personal or other data violating third party rights, or breach provisions set out in this Agreement or causing damage by using the Site, the Company reserve the right to make the possible legal steps and actions, to help the authorities to uncover the identity of the infringer.

**27.6. Data security** – We make every possible technical, organizational effort and action to secure Your personal data and its quality by limiting the access to them, most of all by limiting the access for Our employees and making it is only accessible for billing related issues, ensuring with physical, electronical, procedural protection which is required by law and protecting it with password security.

**27.7.** We make all reasonable steps to ensure the safe storage of Your personal data, but not responsible for damage, loss or passing into unauthorized person because of technical failure, force of nature, terrorism or crime. We make all reasonable actions to make the operation of the Site and the Service continuous and error-free, but not responsible for the errors that may occur resulting improper service and/or data loss.

**27.8. Remedy** – You may request an investigation before the National Authority for Data Protection and Freedom of Information (<https://www.naih.hu/general-information.html>) if You suspect that there has been or it is possible that there is an infringement regarding the management of Your personal data. You are entitled to bring a case before the competent court.

**27.9. Information on personal data management** - It is important for Us to evaluate Our Service and therefore You as User to share Your thoughts and questions with Us. About the data protection directives You may contact the Us via the e-mail address: [websitesupport@promessage.com](mailto:websitesupport@promessage.com).

## **28. MISCELLANEOUS PROVISIONS:**

**28.1. Assignment** - The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be.

**28.2. Severability** - If for any reason a court of competent jurisdiction finds any provision of this Agreement, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

**28.3. No Waiver** - No waiver or action made by Us shall be deemed a waiver of any subsequent default of the same provision of this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

**28.4. Headings** - All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

**28.5. Complete Agreement** - This Agreement constitutes the entire agreement between the parties with respect to Your access and use of the Site, Services and the Materials contained therein, and Your use of the Site and Services, and supersede and replace all prior understandings or agreements, written or oral, regarding such subject matter.

**28.6. Other Jurisdictions** - We make no representation that the Site, Services or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access the Site and Services from such locations do on their own initiative and are solely responsible for determining compliance with all applicable local laws.

**Nothing more follows.**