

## **GENERAL TERMS AND CONDITIONS** **for contracts for the provision of services**

### **I. Subject-matter of the contract; basic provisions**

1.1. The subject-matter of the present contract is the launching of the online hotel booking system developed by the Service Provider for the Principal, as well as the forwarding to the Principal of any reservations or requests for quotes received via the system.

#### **Definitions**

The online hotel booking system developed by the Service Provider and related pages: all the web pages over which the Service Provider holds full rights of disposal at any given time, whether on the basis of its proprietary rights or on the basis of a separate agreement.

Principal: an individual who, in accordance with current laws in force, is entitled temporarily to rent out the accommodations appearing in the hotel booking system.

Traveller: an external third party who uses the hotel booking system for the purpose of finding accommodation or for requesting a quote.

### **II. Rights and Obligations of the Contracting Parties**

2.1. The Service Provider has the obligation to, using the hotel booking system installed online, publish the data regarding the Principal's accommodations which the latter has properly uploaded to the administrative section.

2.2. The Service Provider has the obligation to forward to the Principal all requests for quotes and for bookings received via the system, in the manner described in the relevant section of these General Terms and Conditions (Part III) and in accordance with those provisions.

2.3. Along with the other data appearing on the website, the Service Provider is entitled to inform travellers, as well as visitors to the site who do not qualify as travellers, of the legal relationship in force between the two Parties, whereby the Service Provider is not a party to the contract for the purchase of the service, considering that the legal relationship regarding the use of accommodation services only comes into existence between the user of the accommodation and the provider of said accommodation. The Service Provider is further entitled to provide information regarding issues of liability arising from the present legal relationship.

It is also entitled to publish the comments of the traveller requesting accommodations via the objective online questionnaire published on the site and forming an integral part of the hotel booking system.

2.4. The Service Provider is entitled to send promotional and other advertising materials regarding its own services and those of its partners to the email address provided by the Principal.

2.5. The Service Provider is entitled to display the services and packages offered by the Principal on the pages of its partners.

2.6. Should the Service Provider fail to pay the fees as stipulated in a separate section of the General Terms and Conditions, and in the absence of any agreement to the contrary, the availability of the given accommodation site may be automatically suspended as of the first day following the day on which payment was due.

2.7. The Service Provider is entitled to advertise in any manner the accommodations offered by the Principal or the special offers pertaining thereto and appearing in its own system.

2.8. The Principal has the obligation to pay the consideration determined in the specific section (Part IV) of the General Terms and Conditions.

2.9. The Principal has the obligation to fill out the information in the administrative section made available to it in such a manner that it does NOT provide any type of contact information, neither accompanying the Principal's data, nor in the course of internal correspondence (requests for quotes), nor may it incite the traveller to enter into direct contact with the Principal. With regards to the accommodations and package deals offered by it, the Principal may only use the Service Provider's system to approve bookings received via this same system. Breach of this provision shall be deemed an especially serious breach of contract.

2.10. The Principal has the obligation to notify the Service Provider immediately of any technical problems arising within its sphere of activities such that would result in preventing or limiting contractual performance, including in particular permanent or temporary (i.e. expected to exceed one business day) unavailability of its Internet connection, or of any other factors which would hinder the normal and intended use of the system.

2.11. If a room has been successfully booked with the Principal, and if the Principal is unable to provide the traveller with this accommodation, the Principal then has the obligation to ensure that the traveller obtains replacement accommodations of identical or higher quality, without demanding the payment of a higher price.

The Principal has the obligation to respond to all requests made within the Service Provider's system within 1 business day (in particular: room bookings, package reservations, requests for quotes). Failure to perform this obligation entitles the Service Provider to automatically reject the request and to offer the traveller other accommodations.

2.12. Price guarantee

The Principal may not advertise its services shown in szallas.hu for a lower price in any other service provider's system, nor on its own website, nor anywhere else. If the Principal has any offers appearing in any other media, it must also publish these in the Service Provider's system.

### **III. Hotel room bookings and confirmation; bidding**

3.1. Any traveller may, without discrimination, use the online hotel booking system to ask for a quote or make a reservation, in accordance with the system's terms of use.

3.2. The Service Provider will inform the Principal by email of the accommodation (offered by the Principal) that the traveller seeks to reserve along with any related information.

3.3. The Service Provider shall immediately and during the operating times of the system forward an email to the traveller confirming the booking.

3.4 The Service Provider is entitled to contact the Principal by phone, text messaging or by any other means in order to inform the Principal about the unconfirmed bookings, unanswered enquiries and about any other necessary information related to the operation of the system.

3.5 If the traveller cancels the reservation in accordance with the cancellation conditions given by the Principal before making the reservation, the parties shall delete the booking from the system and shall simultaneously apply the legal consequences appearing in section 4.5 of the General Terms and Conditions. The Principal must notify the Service Provider of any cancellation by a traveller within one business day of said cancellation. Failure to do so will result in the accommodation being listed as booked.

#### **IV. Fees, terms of payment**

4.1. As consideration for the service defined in section 1.1, the Principal shall pay the Service Provider 15% commission in case of hotels and 10% commission in case of other type of accommodations of the value of the services advertised, offered and contracted for that were booked via the online hotel booking system operated by the Service Provider. The Principal may, at its discretion, specify a higher percentage.

4.2. Insofar as the total of bookings via its system exceed 20 EUR in any given month, the Service Provider shall send a monthly invoice to be settled by bank transfer. Lesser amounts are cumulated and invoiced every six months. The Service Provider shall consider any room bookings approved if the Principal does not dispute the arrival of guests within one business day. If the traveller fails to actually use the accommodation, the Principal shall have the obligation to, within one business day of the cancellation, confirm this to the Service Provider by a cancellation statement of the traveller or by other appropriate means, insofar as this was not done through the Service Provider's system.

4.3 In the event of a proven breach of contract by the Principal with regard to section 2.9 of the General Terms and Conditions, the Service Provider shall be paid twice the commission owed to it resulting from the deliberate circumvention of the system and may also demand extraordinary termination of the contract. This amount is to be considered as compensation for damages, and its payment is without prejudice to the Service Provider's right to claim additional damages from the Principal.

4.4. Insofar as the conditions in section 2.11 of the General Terms and Conditions are met, the Service Provider shall also be entitled to enforce its claim against the Principal for a commission due upon the booking of a hotel room.

4.5. If the traveller must pay a cancellation fee for any reason in accordance with the Principal's cancellation policy uploaded earlier, the Service Provider is entitled to claim commission on the basis of this amount.

4.6. The Service Provider may, at its discretion, issue electronic invoices, provided that it has at its disposal the necessary technical capacity.

4.7. The Principal must pay the invoice until the indicated salary deadline. If it fails to do so, the Service Provider will calculate default interest at a rate equal to twice the base rate of the central bank in force at the time.

## **V. Protection of data, confidential information and privacy rights**

5.1. With the exception of the provisions in section 5.2, the parties shall, in accordance with the laws in force and as modified from time to time, treat as a business secret all facts, information, data and solutions arising from their mutual activities that they have become aware of in the course of their contractual relationship. This does not include public data made available to travellers or to other third parties. Unauthorised access to such data and information by third parties shall be deemed a breach of confidentiality regarding the business secrets. The effect of this provision also extends to third persons connected to parties through contracts of employment, engagement, or via other legal relationships.

5.2. Breach of confidentiality as per section 2.3 of the General Terms and Conditions does not apply in the case of information provided by the Service Provider to travellers as well as to other third parties viewing the system that do not fall under the definition of "traveller".

5.3. The Service Provider shall exercise due care in order to ensure that unauthorised third parties cannot modify the data uploaded and made public by the Principal.

The Principal has the obligation to protect privacy rights when uploading data.

5.5 The Service Provider is entitled to record and store the Principal's IP address and other technical data.

## **VI. Liability; enforcement of warranty claims**

6.1. The Service Provider has no obligation to achieve a result vis-à-vis the Principal, despite the fact that it receives a commission for hotel bookings.

If no hotel bookings are made for the accommodations uploaded by the Principal, or if the latter believes such bookings are insufficient in number, and in the event of performance in accordance with the contract, the Service Provider may not request the payment of fees from the Principal under any title. The Service Provider shall not be held liable for searches for accommodation or the absence thereof resulting from the Principal having entered insufficient data.

6.2. The Service Provider shall not be held liable for any damage sustained by the Principal or by a third party and caused by the traveller, including in particular the failure to make use of the accommodations or breach of the conditions for use of the accommodations.

6.3. The Service Provider shall not be held liable vis-à-vis the traveller or vis-à-vis other third parties for claims against the Principal if the specifications of the accommodation differ from those described in the data uploaded by the Principal, or with regards to the veracity of said data. The Principal shall bear the sole responsibility for any changes and modifications to the accommodation that has not been posted to the administration section.

6.4. The Service Provider hereby informs the Principal that the Principal may submit any complaints it may have with regards to the present contractual relationship in person at the registered address if the Service Provider appearing in the Service Provider's Contract for the Provision of Services, or electronically via any of the contact options provided. The Service Provider further informs the Principal that in the event of faulty performance of the contract, it may enforce its warranty rights in accordance with sections 305 to 311(a) of the Hungarian Civil Code.

## **VII. Amendment and Termination of the Contract**

7.1. The Service Provider informs the Principal that it has the right to, if necessary, unilaterally modify the General Terms and Conditions, in compliance with the laws in force, as stipulated by section 205/A par. 1 of the Hungarian Civil Code. Insofar as the Principal wishes to deviate from the General Terms and Conditions, it is entitled to notify the Service Provider thereof in writing. This constitutes an offer for the modification of the contract.

7.2. The Contract for the Provision of Services shall terminate upon the mutual agreement of the parties, by ordinary termination, by extraordinary termination, or by rescission in accordance with the specified cases and conditions provided by law. If the Contract has, through a separate agreement, been entered into for a determined period of time, it shall also terminate with the expiry of the determined term.

7.3. The parties may terminate the contract by making a unilateral written statement, which may be sent electronically as well, giving one day of notice.

7.4. Even a one-time breach of contractual obligations shall be deemed a serious breach of contract. Such a breach shall in itself constitute grounds for termination of the contract with immediate effect, by a written (electronic) statement addressed to the other party, including the justification for the termination.

7.5. If the Principal qualifies as a consumer under the laws in force, the Service Provider hereby informs it that, in accordance with Government Decree 17/1999. (II.5.) section 4 par. 1 on distance selling, it can rescind the contract with eight business days from its conclusion without having to provide any justification, provided that the Service Provider has not begun performance with the consent of the Principal. The Principal may exercise this right as of the day on which it signed the contract, and shall not be held liable for any further costs with respect to the transaction.

7.6. The parties shall settle their accounts with one another upon the termination of the Contract for the Provision of Services.

7.7. The Service Provider is entitled to transfer its rights and obligations resulting from the contract to a third party (legal succession of the service provider). In the case of legal succession of the service provider the rights and obligations resulting from the contract are automatically transferred from the Service Provider to the successor service provider on the date of legal succession. The Service provider shall inform the Principal about the legal succession of the service provider at least three (3) days in advance and provide further relevant information regarding the succession. The Principal is entitled to refuse his consent to the succession, in which case the Principal has to communicate this towards the Service Provider one day before the succession the latest. In latter case the contract is deemed to be terminated on this day. Lack of refusal of consent shall be considered as the Principal's consent to the legal succession of the service provider, in which case the contract will remain in force between the successor service provider and the Principal.

## **VIII. Miscellaneous and closing provisions**

8.1. The contractual relationship is deemed to have begun at the moment all the following conditions have been fully met: once the required registration data have been filled in online and confirmed by a link sent by email, and once the General Terms and Conditions have been accepted.

8.2. In the absence of any agreement to the contrary, the Contract for the Provision of Services is concluded for an indefinite term by the Service Provider informing the Principal that the shortest possible contractual term is one business day.

8.3. The Service Provider hereby informs the Principal that the present General Terms and Conditions constitute an inalienable part of the individual Contracts for the Provision of Services.

8.4. The parties shall settle all disputes amicably, failing this, they agree to be bound by the exclusive jurisdiction of the Court of the City of Miskolc or by the Borsod-Abaúj-Zemplén County Court.

8.5. Any issues not regulated by the present contract shall be governed by the laws in force at the time the contract was signed.

8.6 The Principal agrees that if it requires any services in addition to the foregoing, such as translation or the purchase of a highlighted advertising surface, the present General Terms and Conditions shall apply. The price for any such additional services will figure as a separate item, and must be ordered separately.

**Date of entry into force: 08. 11. 2011.**

**Szallas.hu Ltd.**

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