GENERAL TERMS AND CONDITIONS

I. Introduction and general provisions:

1.1. The General Terms and Conditions (GTC) shall define the rights and obligations— in connection with the information services provided by Szallas.hu ZRT (3525 Miskolc, Régiposta utca 9.) (hereinafter referred to as 'Service Provider) via the web site http://www.szallas.hu/ as well as through the Service Provider's online accommodation booking system on affiliated websites dealing with accommodation reservation ((hereinafter referred to as Accommodation booking Websites or Websites) as defined in the 'Subject' section of the GTC— of the partner meaning both the Client (hereinafter referred to as 'Client') and the Service Provider.

By virtue of this GTC Service Provider shall provide the Client with the opportunity to advertise the accommodation thereof on the website, i.e. on the Websites as well as to further all reservations and requests of offer received by the Service Provider's system to the Client. Client shall select and upload photos, data and information in relation to its accommodation to the Service Provider's system by itself.

1.2. Notions:

The online accommodation booking system and affiliated websites of the Service Provider refers to each and every website, over which the Service Provider has a right of disposal wholly or in part in his own right or under a particular agreement, and through which the Service Provider provides its services as defined in the GTC.

Client: a person that intends to use the accommodation booking system and the services thereof and is entitled to a periodic letting of the accommodation in accordance with the law in effect.

Guest: natural persons booking the Client's accommodation by using the Websites i.e. the Service Provider's accommodation booking system, i.e. those actually using the Client's services or establishing a legal relationship with the Client in that regard. 'Guest' also accordingly means Parties entering into contract as non-natural persons.

User: users and visitors of the Websites who are not deemed and considered 'Guests'.

II. Subject of the Contract

- 2.1 Service Provider shall grant the Client access to its accommodation booking system and provide related services. Client shall in connection with it place an order to the Service Provider to place its accommodation (Offer) on the Websites as defined in the GTC as well as to provide services related thereto. Client shall— in the framework of its order—explicitly entrust the Service Provider with performing the tasks (e.g. requests of offer, furthering bookings, sending messages confirming bookings) related to publishing the Offer as well as concluding a contract between the Client and the Guest— as defined in the GTC.
- 2.2 Client shall use and order the services as defined in the GTC as well as the media offer of the Service Provider for consideration(s) as defined on the site szallas.hu/aszf. Apart from the basic service—included in the GTC— the Service Provider shall provide services included in the media offer that are ordered by the Client.

Service Provider shall provide the use of its accommodation booking system— as defined in the GTC— as a basic service to the Client, as well as technical and system level conditions to display the information related to the Client's accommodation (Offer) through the functionality of the Administration Interface; as well as facilities for Clients to receive bookings and to establish a legal relationship with Guests—through its system. Service Provider shall provide the aforementioned basic services in return for a commission. Providing further services—in addition to the basic services—shall require the Client to place extra orders; access to these services shall be granted in return for an extra fee (additional services). The basic services and the additional services are jointly referred to as "services".

III. The contract between the Client and the Service Provider, the registration process

3.1 Client shall register to the Website(s), during which it shall have to accept the GTC. Service Provider shall confirm the Client's registration by e—mail, also providing the Client with a password (code) for the Administration Interface of the Website. Client shall—after the confirmation from the Service Provider—as part of the registration provide the data requested by the Service Provider, which are indicated as mandatory on the administration surface of the Website(s). Providing these data shall establish the contract between the Client and the Service Provider. Client shall accept the level of commission payable on the basic services, as part of the registration. The Contract between the Parties shall enter into force with the Client's login to the Administration Surface. The legal relationship shall be established within the given context if all the following conditions jointly and fully apply: filling in the registration data online, confirming them through the link received by e-mail, as well as accepting the GTC.

3.2. Detailed process of concluding the contract by registration:

Client shall register to the Website(s) in addition to providing the data requested by the Service Provider (name, type, and category of the accommodation, e-mail address, contact person's name, phone number; district, Client's name, language of the administration surface, currency), and shall accept the GTC at the same time. Service Provider shall confirm the Client's registration by e-mail, also providing the Client with password (code) to the Administration Interface of the Website(s). Service Provider stores an imprint of the password that can be used to verify whether the password is correct, but the password itself cannot be restored from it. Client shall be obliged to keep the password secret. Client shall provide the Service Provider with the following data after receiving the Service Provider's confirmation, as part of the registration (address of the accommodation, billing name, billing address, billing e-mail address, tax number, EU tax number if applicable, mailing address, contact person's name and phone number, automatic missed call notification number, fax number if applicable, company registration number; in case of private persons: birth name, address, in case of individual entrepreneurs: birth name); the Contract between the Client and the Service Provider is established if the aforementioned data are provided in full .

IV. The contract between the Client and the Guest

4.1 If the Client confirms the Guest's booking, a contract for using the Client's services shall be established between them. the contract shall be established by the Client's confirmation (declaration) containing the acceptance of the booking. The contract shall also be established if the Guest books a free accommodation displayed in the real-time booking system used by the Client; in which case the booking is automatically accepted by means of a response message. Service Provider shall not be deemed a subject of the legal relationship between the Guest and the Client.

V. Client's rights and obligations

- 5.1 Client shall within the framework of the GTC commit to place the Client's accommodation on the Website(s) based on the data uploaded in accordance with the GTC by the Client on the Administration Interface, as well as information provided in relation to that. Client shall commit itself to place Client's accommodation on the website according to the conditions as defined in the GTC, as part of the basic services, and to provide additional services if requested by the Client.
- 5.2 Service Provider itself shall also be entitled to inform Guests that a contract regarding accommodations shall be established between the Client and the Guest. Service Provider's right to inform Guests also extends to informing Guests about the rights and obligations arising from the legal relationship as defined in the GTC. Service Provider shall also be entitled to obtain information from Guests in relation to the accommodation and the use of services. Service Provider or its agent shall also be entitled to contact Guests for other reasons, provided that it is in connection with the GTC.
- 5.3 Service Provider shall be entitled to communicate its opinion—conveyed by filling in the online questionnaire being a part of the accommodation booking system and facilitating the objective evaluation— to the Guest (contents formulated by Users or Guests). Service Provider shall not be entitled to remove an opinion posted by Guests, except when the removal is required by the law or by provision of the authorities. Service Provider shall reserve its right to remove opinions the posting of which is prohibited according to its Terms of Use regarding the use of the website—accessible through the footer of the site www.szallas. hu.
- 5.4 Service Provider shall be entitled to send promotion materials and advertisements regarding the services of its other partners (third parties), as well as the services of its Client(s) to the e-mail address provided by the Client.
- 5.5 In order to facilitate accommodation bookings and increase the number of bookings submitted by Guests on Client's accommodation Service Provider shall be entitled—in its sole discretion—to publish, display, promote and advertise the accommodation uploaded to the Website(s) by the Client through the Administration Interface, as well as data and information related to that (including photos, illustrations, texts) in full or in part in such a way that it may specify. Client shall expressly entitle Service Provider to these actions or uses, including the use of markings, graphics, photos, and pictures etc. —that are or can be protected by copyright law—during the display. Therefore, Service Provider shall especially be entitled to advertise and display Client's accommodation or any related Offer—that can be found in its system—in any way (on online and offline platforms as well). The provisions of this section (if applicable) shall allow that the Client's accommodation and Offer are not exclusively posted at the domain name of szallas.hu and the Accommodation Booking Websites. They can be posted in search and community network systems. Postings on homepages (websites) different from the Website shall be governed by the conditions and regulations as defined on that certain homepage (platform).
- 5.6 Relevant information related to the Offer as well as the publishing of the Offer shall be accessible to the Client through the Administration Surface provided by the Service Provider. Service Provider shall impart information regarding purchases, i.e. settlements through the Administration Interface to the Client.

- 5.7 Service Provider shall be obliged to further requests of offer and accommodation bookings received from the Guests to the Client in the manner and under the conditions laid down in the GTC. By filling in and sending the form on the Website(s) Users can book accommodation provided by the Client. Service Provider shall confirm the booking by sending an automatic e-mail to the Client ("booking subscription"). This message cannot be considered the acceptance of the booking by the Client.
- 5.8 If Client is in breach of its obligation to pay charges Service Provider shall be automatically entitled to suspend the display of the accommodation concerned or restrict the facilities for booking the accommodation displayed on the Website(s)— even without prior notification and consent of the Client. In case of booking restriction the data of the Client's accommodation are displayed on the Websites but the Guests cannot book that certain accommodation. If the Client has a 30-day delay in payment, Service Provider can permanently remove the posting from the system. In connection with the aforementioned sanctions Service Provider's guarantee principle is to make sure that Guests shall make bookings by Clients that fulfils its obligations to the Service Provider in accordance with the contract. According to the aforementioned complying with the payment obligations entirely is a condition for facilitating the increase of the Client's turnover through the Service Provider's system. Restrictions shall apply until the fulfilment of the payment obligation in compliance with the Service Provider's decision.
- 5.9 In addition to the services indicated and referred to in the GTC Service Provider shall provide its service through the functions of the Administration Interface, i.e. it shall provide technical and system level conditions in connection with its service to the Client.
- 5.10 Service Provider shall present the information regarding the accommodation—uploaded by the Client to the Administration Interface—in foreign languages as well, according to its potential. If the Service Provider has completed the foreign language presentation of the accommodation, the Service Provider shall allow the Client to choose whether its own presentation or that made by the Service Provider should be displayed on the Administration Interface in the respective languages. Service Provider shall be entitled to make a foreign language presentation focusing only on the relevant factors of the Offer. Such foreign languages can be especially but not exclusively the English, the German, the Slovakian, the Polish, the Romanian, and the Russian. Despite that according to the aforementioned both the Websites and the Offer is displayed fully or partly in a foreign language, the legal relationship of the Parties shall be governed by the law of Hungary. Presentation in a foreign language is a right not an obligation—of the Service Provider. Service Provider carries out this activity to mediate foreign Guests as well to the Client through its foreign language marketing activity.
- 5.11 Service Provider operates a telephone helpdesk service in relation to the services on the Websites and in order to answer the questions asked by the Guests. The operation of the helpdesk service by the Service Provider shall not exempt the Client from fulfilling its obligations as defined in the GTC and by the law as well.
- 5.11.1 Client shall accept and entitle the Service Provider by entering into contract therewith to contact the Client via the phone number or e-mail address it has provided for purposes of coordination, maintaining relations, and of quality assurance as well. Client shall agree to provide the Service Provider with relevant information if requested for these purposes.
- 5.12 Service Provider shall be entitled to organize a "Prize Competition" in connection with the services on the Websites. Service Provider and Consumer may conclude an extra or supplementary agreement in relation to the Prize Competitions.
- 5.13 Service Provider shall provide its basic service as an intermediary service provider (as a hosting service). The contract concluded between the Client and the Service Provider shall not be

considered a written contract, it shall not be filed by the Service Provider. The language of the Contract shall be the Hungarian language.

5.14 Service Provider shall—with special regard to increasing the turnover expansion potential of the Client—reserve its right to issue and sell "hotel voucher" (Voucher) and retail vouchers (Retail Voucher) to the Guests in its sole discretion. Service Provider preserves its right to set the date of introducing both the Voucher and the Retail Voucher unilaterally. Service Provider shall duly inform Clients about the introduction of the vouchers mentioned herein. Client shall acknowledge and accept the right of the Service Provider referred to herein. The Vouchers and the Retail Voucher are money substitutes with a predefined nominal value, which shall be used to compensate fully or in part during their validity period for the contractual services established between the Client and the Guest by means of bookings made in the accommodation booking system of the Accommodation Booking Websites. The Vouchers and the Retail Vouchers are in blank, they can be redeemed within their validity period on nominal value for the accommodation selected by the Guest. Vouchers and Retail Vouchers contain the following data: predefined nominal value, validity period, identity code (sequential number in case of Retail Voucher)

5.14.1 Specific provision regarding the Voucher:

Guests shall decide by providing the code whether they wish to use the Voucher in connection with the service concerned when booking the accommodation they have chosen. These bookings shall be also confirmed in compliance with the GTC by the Client, accepting the use of Voucher by the Guest as well. Voucher(s) shall be considered redeemed—in compliance with the accounting system between the Client and the Service Provider—with the conclusion of the contract between the Guest and the Costumer. Furthermore the process of concluding a contract between the Client and the Guest, as well as the Client's rights and obligations against the Guest to redeem the Voucher with any differences to financing and accounting issues resulting from that are unchanged.

Unless the Parties expressly agree otherwise Client shall explicitly commission the Service Provider by accepting the GTC to redeem the Voucher bought by the Guest from the Service Provider in such cases when the Guest uses the Voucher in relation to the concluding the contract with the. The nominal value of the redeemed voucher shall be deducted from the price of the contractual service provided by the Client to the Guest.

- 5.14.2 Vouchers and Retail Vouchers shall be redeemed at nominal value. Guests shall not be allowed to redeem one (1) voucher on more than one occasion or to reclaim the price difference. If the value of the service purchased by the Guest exceeds the nominal value of Vouchers or Retail Vouchers, the Guest shall settle the price difference by means of any other payment method accepted by the Client.
- 5.14.3 The amount corresponding to the nominal value of Vouchers considered redeemed or the Retail Vouchers used shall be reimbursed by the Service Provider to the Client. If the parties are not expressly agreed otherwise, the aforementioned items shall be included by the Service Provider in its monthly fee. If the amount payable by the Service Provider for the vouchers exceeds the payment obligation of the Client to the Service Provider in the respective monthly accounting period, Service Provider shall pay the sum outstanding after set-off to the Client by money transfer by the 30th of the month following the current month.
- 5. 15 Service Provider reserves its right to modify its prices. Client shall be notified by Service Provider by electronic means about the changes at least 15 days prior to the effective date of the modified prices. Client shall not be obliged to accept the modified prices.

VI. Client's rights and obligations

- 6.1 In compliance with the terms included and referred to in the GTC Client shall be entitled to use the service provided by the Service Provider to publish its offer. Client is both entitled and obliged to use the Administration Interface. Client shall be obliged to carry out all activities through the functions of the Administration Interface as defined in the GTC. The use of the Administration Interface shall be restricted to the effect of the contract.
- 6.2 Client shall be obliged to pay the compensation as defined in the GTC for the Service Provider.
- 6.3 Client shall understand that Service Provider is entitled in case of delay in payment or refusal of payment to enforce its claims following prior notice and beside its legal preservations, or to commission others in connection with these. Therefore, Service Provider is especially but not exclusively entitled to request issuing an order for payment regarding the debt. Service Provider shall be entitled to charge all expenses arising from activities performed with regard to receiving its remuneration as well as bringing its claim (administrative fees, publication fees, notarial fees, and lawyers' fees) on the Client if the Client does not make or non-contractually makes payment. Service Provider shall be entitled to gain insight into the Client's records or request authentic information regarding them if Client does not or does not fully comply with its payment obligations, or if any doubts arise regarding the fulfilment of these. Service Provider shall also be entitled to obtain information from the Guest on the use of the accommodation.
- 6.4 Client shall commit itself and guarantee that it shall truthfully publish photos, data and information—in the legislative context and without violating or infringing the rights of third parties—on the Administration Interface made available. Client shall commit itself and guarantee to provide all data and information in the prescribed manner the provision of which is required by the law or by an order of the authorities, and also publish all relevant information necessary for the Guest to make a rational decision.
- 6.5. Client shall commit itself to set the category of the accommodation (qualification of accommodations indicated by stars, e.g. a three-star accommodation) truthfully on the Service Provider's Administration Interface. Service Provider shall be entitled to resolve all incorrect data made known to him by the Client, and to cancel the contract concluded with the Client in case of Client's repeated defaults.
- 6.6 Client shall not be allowed to provide data and information that can be used to contact it (phone numbers, e-mails, addresses, web addresses, links etc.) either on the Administration Interface or via the Service Provider's system, nor shall it be allowed to encourage the Guest (User) to establish a direct contact with it.
- 6.7 Client shall be obliged to notify Service Provider without delay about technical problems excluding or restricting contractual performance e.g. permanent or temporary failure of the internet connection—which can be expected to last or exceed 1 working day—, as well as other obstacles affecting the proper use of the system. All damages resulting from the lack of notification shall be assumed by the Client.
- 6.8 In case of successful and especially real-time bookings, if Client cannot provide the accommodation booked by the Guest for any reason whatsoever, Client shall be obliged to provide as a substitute service another accommodation of the same or higher quality—without requesting compensation—to the Guest, acknowledging that the related extra costs concerning the Client and the Guest shall be borne by the Client including any additional costs incurred by the Guest (e.g. extra travel expenses).
- 6.9 Client shall be obliged to respond to each and every booking received through the Service Provider's system (especially in case of booking rooms or packages, and requests of offer) within 1 working day. In case of non-fulfilment of these obligations Service Provider shall be entitled to

automatically refuse any claim of the Guest without prior notice and consent of the Client and offer other accommodations to the Guest.

6.10 "Price guarantee"; Client shall be obliged to indicate the lowest price or any discount published on any other interface (in the system of other service providers, and/or its own or other websites, and/or any other platforms /both online and offline/, and especially on accommodation offering sites and coupon sites) in relation to every date and every element of the offer in the Service Provider's system s well. Client shall guarantee to request the same price from the Guest in its Offer under the provisions of the GFT as included in its official price list or it regularly announces.

In case of any offence to undertaking and obligation Service Provider is entitled to terminate the contract with immediate effect or according to their decision to suspend providing the appearance or the service itself. Client explicitly understands that the extent of the price had been determined in regard to this undertaking, further Service Provider shall provide service range that is determined by this GTC including complete functionality of the Administration system.

6.11 Client is obliged to respect provisions of this GTC or documents referred within and also act according to them. Client in this aspect shall state that they are properly informed regarding Terms and Conditions of Website(s) Use and Data Management Notice. The hereby referred documents are available via the footer of Website(s). In connection with this GTC Client understands that Service Provider provides their services available on Website(s) in accordance with hereby referred documents.

6.12 Client shall cooperate with the Service Provider and within the Service Provider's system with the Guests. Service Provider shall undertake and do all the activities that are needed for representing accommodation site and for creating contact and contract with the Guests.

6.12.1 Having regard to cooperation obligation concluded in 6.15 of this sector Client shall guarantee that they will continuously register and update actual capacities (updated register of free or booked rooms etc.) through the Administration interface in case the Real Time Bookings had been chosen.

6.13 Client should not use any systems or solutions that may aim, allow, result in stopping servers used for Website(s) services and Administration Interface and may otherwise endanger the Website(s)'s normal operation. Only client is allowed to use Administration Interface and should not provide access for an unauthorised third party. Client is obliged to handle the password provide by the Service Provider confidentially. Client is responsible for those damages caused by offending the above mentioned.

6.14 Client understands and accepts that the Service Provider-according to their current decisions- is entitled to define a condition system with the help of 'score system' or in another proper way that defines sequences of 'matches' of Offers on the Website(s) by Clients and other clients and therefore defines the order of appearance and influence their sequences according to predefined criteria. The system along with the predefined criteria concerns fully all the Clients. The system works in an automated way.

Viewpoint system of prioritization is multi-faceted. The factors are-among others but not exclusively-the followings: the amount of dividend paid (payable), number of bookings in relation to visitors of accommodation sites indicated on the website (the 'Conversion'), the number of bookings, partial share of cancellations, scores of guests' descriptions. Among others but not exclusively some factors are the followings: it is defined by the amount of dividend paid (payable) by Client, number of visitors of accommodation sites appearing on Website and their related number of bookings (the 'Conversion'), number of bookings in general, share of cancellations, scores of guests' ratings, quality

of client service, numbers and types of guests' complaints as well as ratings of payment discipline of Accommodation Sites.

Client can influence the order of appearance with some factors defined by them and that can be changed towards positive directions, further they can buy emphasis by bid-based declare. Client can receive information about the conditions of bid-based declare on their Administration Interface. The possibility and conditions of bid-based declare is proved for all the Clients fully and in the same way along with the predefined criteria. In other cases the system works in an automated way. The Client can track-via the Administration Interface-the current state of each factor. Regarding the referred ones Client should not raise any objections to, demand or validate any requirements from the system, the orders that it is based on, or some factors forming the base of the system.

Any acts that wish to influence the order of matches with avoiding and ignoring GTC provisions, or with artificial and manipulative tools distinctly from the system defined above, are forbidden. Offending this provision is considered essential offence against contracted obligations (grievous breach of contract).

6.15 For displaying Client's accommodation site in the booking system, updating information about accommodation site, keeping contact with the Guests via the Service Provider's system and for creating contact between Guest and Client the active and proactive cooperation of the Client is needed. The Client is entitled and also obliged to provide photos, details and informations via the Administration Interface. Prices should be given in gross. Client undertakes and guarantees that they shall provide current and real informations needed for booking especially the booking rules, prices, further represent free and fully-booked periods. About questions concerning these provisions Service Provider can inform Guests according to 5.2 section of GTC. Provisions of this section should be applied in accordance with provisions of 6. 12 section. Offending provisions of this section is considered essential breach of contracted obligations regarding consumers' interests in which case Service Provider can asset their rights defined in 12. 3 section of GTC.

6.16 Client is not obliged to accept modified prices according to 5. 15 section in which case on the basis of 11. 2. 1 section they can terminate Contract. Modified price is considered accepted owing to non-cancellation in 11.2.1 section.

6.17 Client undertakes that they pay appropriate and cautious attention on Service Provider's website, further notices and information appearing on Website and sent via e-mail especially those notices and informations that affect rights and obligations of the parties .

6.18 Client understands and accepts that Service Provider according to their current decisions can create 'appreciative titles' (e.g. Excellent accommodation logo) and allow those Clients, who can meet criteria defined by them or proved to be worthwhile to use them. Client can use and indicate these 'titles' until the withdrawal of the rights. Owing to separate non-cancellation rights concerning use of 'titles' shall automatically terminate with the termination of legal relations between the parties, in which case Client is, without delay, obliged to cease the use of the 'title', to remove it from the website operated in favour of it or by it, further other communicational interfaces irrespective of the form of medium holding information.

6.19 Client is obliged at all times to provide actual and real details, including especially but not exclusively declarations issued and set on the Administration Interface concerning accounts and transactions between Client and Service Provider. Client should fulfil their obligations of providing details without delay but not later than 5 days after the Service Provider's request.

VII. Accommodation booking and confirmation:

- 7.1. Client can use online accommodation booking system by keeping relating rules and regulations, can ask for an offer or launch booking processes.
- 7.2. Service Provider is entitled to contact Guest with the information necessary for offers, bookings and other information concerning operation of the system on the telephone, with text message or any other communication tools applied for keeping contact set in the system.
- 7.3. In case the Guest cancels booking before occupying (resorting) the accommodation as planned before under the conditions set by Client then this booking will be deleted from the system. Client is obliged to inform Service Provider about the cancellation by the Guest at the time of consultation about dividends (on the 5th day of every reference month). Service Provider is entitled to request for their dividends despite cancellations in case the Guest has obligation in connection with cancellation towards Client or Client has not informed Service Provider about cancellation until the above indicated deadline. In case Guest has actually resorted service but Client, by mistake, or by any other causes has set the opposite on the Administration Interface then Service Provider is entitled to act according to 8.10 section. Client shall be able to certify that their settings have not been incorrect by sending the Guest's cancelation report.

7.4 In the accommodation booking system in case of using Real Time booking possibility, after the Guest's booking Client confirms directly the booking, which activity establishes a contract between Guest and Client according to 4.1 section of IV. paragraph.

VIII. Fees, payment conditions

8.1. Client is obliged to pay dividend for the Service Provider's basic service which is based on gross price of services provided by the Service Provider and advertised, offered and fulfilled by Client, resorted by the Guest or a person entitled by the Guest. According to this: (i) Service Provider is entitled to request for dividend irrespective of that the party contracted with Client resorts the service or they entitles another party to its use (ii) the base of the dividend is gross service price indicated in Client's Offer that the Client and Guest contracted and agreed on (gross total sum of all the services and service elements). Dividend is the fee of Service Provider's basic service.

Dividend is defined on the basis of location and accommodation category. The rate of the dividend is accepted by the Client during a registration procedure detailed in 3. 1 section of III. paragraph and it is also confirmed in a confirmation e-mail and the rate of dividend is also available on the Administration Interface . In case Client pays higher dividend than the rate of Dividend defined then this higher dividend level will be the base of the accounting.

- 8.2 In case of other services of Service Provider payment conditions are the followings: Service Provider shall issue an account about their non-dividend based service after the fulfilment for the Client with 14 days payment deadline.
- 8.3 Media offer includes dividend rates of basic services and fees of other services. Service Provider sends an account monthly to Client on the dividends of accommodations mediated by them-in case the total monthly sum exceeds 5000HUF. Dividend should be paid by money transfer, with bankcard and with cash payment: (i) In case of money transfer payment should be sent to bank account given in 'Service Provider's details' section (ii) Service Provider provides bankcard payment on the Administration Interface with the help of a bank service (iii) Cash payment can be done at the site of Service Provider (3529 Lévay utca 2, Miskolc), or at the headquarters (1037 Montevideo u. 9., Budapest, Central Media group cPlc. Department of Finance) at an agreed date. Sums less than 5000 HUF is assessed and accounted by Service Provider in every third month. Parties shall properly apply

legal regulations concerning temporary accounting, 58. (1) paragraph of Tax Code. In case Client on behalf of the guest has not disputed occupying the accommodation within one work day then Service Provider considers it as approved. In case of resorting the accommodation by the Guest has not been fulfilled then Client is obliged to certify it with the declaration of the Guest about cancel of booking according to 7. 4 section until the 5th day of the month following the reference month if the cancellation has not been fulfilled via the Service provider's system. Before accounting Client has the possibility for consultation on Dividend-concerning bookings of former month-on the first 10 days in the next month after the reference month.

8.4 Dividend and fee of other service shall be proved to be paid on the day of credit entry on the Service Provider's bank account. Method of accounting: electronic account. Client receives and accepts the electronic account on the e-mail address given by them. In case Client informs Service Provider in written form that they shall not ask for electronic account (shall not approve electronic accounting) then Service provider shall issue account in paper form.

8.5. In case of contract breaching conduct of the Client (indicating possibility for contact or stimulating the guest to directly contact them or approving the booking process not exclusively via the system) Service Provider is entitled to request for twice the rate of the dividend as a penalty that they had to lack due to Client's dismissal in the aspect of the system. Beside requesting for penalty Service Provider is also entitled to apply legal requirements according to GTC.

8.6. Service Provider is also entitled to demand for Dividend if the contract between Client and Guest is subsequently modified in the form defined in 6. 1. 1. Section. In this case Service Provider is entitled to demand for dividend after gross price of service actually resorted by the Guest.

Service Provider is also entitled to demand for dividend according to 8. 1 section if Client, by mistake, by failure or with offending 6. 19 section provides details via the Administration Interface or in another way.

8.7 In case Guest is obliged to pay fee due to cancellation or on any other grounds then Service Provider is entitled to validate their Dividend concerning this fee amounts.

8.8 Client should fulfil their obligation of payment until the deadline indicated on the account. In case of delay in payment Service Provider charge default interest increased with 8% in accordance with credit institutes' current basic interest rate. In case of delayed payment or non payment by Client Service Provider is entitled to impute costs (lawyer's labour cost, expenses, dues) of their claim (especially: late payment penalty, request for issuing order for payment) on Client and they are obliged to pay them. In case of non-compliance with the deadline Service Provider-beside upholding their other rights- shall take and shall be entitled to take the following acts and restrictions: (i) 14 days after the deadline indicated on the account shall suspend appearance of all the accommodation sites of Client on the Websites and shall not allow bookings and asking for offers for the Guests. Sub-site of Client shall be further available, on which Service Provider is entitled to show relevant, alternative offers of their other partners, (ii) shall present the account for asking for payment penalty 30 calendar days after the missed payment deadline(iii) due to missed payment deadline shall charge "Re-activate' fee for lifting restrictions, which rates 1500 HUF+VAT before presenting for requesting for penalty and 7500 HUF+VAT after the delivery. In case of late payment by Client by accepting fulfilling specific conditions defined by Service Provider Client shall be able to ask for deferral of payment which rates 4500 HUF+VAT by each case. This fee is due after the expiration of the deadline of deferral of payment and shall be indicated on the closed account in question and shall be settled on this account. In case Service Provider allows deferral of payment they shall allow it along with upholding their rights.

- 8.9 Service Provider shall uphold their right to deny repeated registration claim of those Clients who pertain debts towards Service Provider. Service Provider is also entitled to restrict such Clients' registration by conditions of a separate agreement regulating fulfilment of payment obligations.
- 8.10 Service Provider shall uphold their right to charge and account according to 8. 1 section may the case of 6. 19 section emerge in accordance with those concluded in 8. 6 section after the service actually resorted by the Guest.

IX. Data-, and secret protection, protection of personal rights:

- 9.1. With the exceptions concluded in GTC and with the exceptions of public details published and made accessible for Guests and /or Users parties shall treat all the facts, informations and details that are informed about due to legal relations with participation in GTC or deriving from their activities according to GTC as confidential. Making these commercially confidential secrets accessible for third party is considered breaching of commercially confidential secret. The scope of this regulation covers parties who are gainfully employed or keeping up any legal relations aiming work procedures.
- 9.2 Within the above referred framework Client and Service Provider shall commit themselves not to reveal or publish conditions of legal relations between them during the existence and operation of the contract and after. Parties shall be obliged to preserve as commercially confidential all the details, facts, information that they have been informed about during the scope and existence of the contract and after without time limitation. For that purpose, none of the parties should use unduly commercial confidential of the other party, should not present information about or publish it to a third party (unless they are obliged by legislation or authority or the other party has given written consent in advance), in addition they shall be obliged to take all reasonable actions in order to protect commercial confidential against third party.
- 9.3. Service Provider's act and communication with Guest and/or User within the framework of GTC and/or Conditions of Website Use and within the framework of Data Management Report concerning publicity and advertisement processes shall not be considered breaching of commercial confidential.
- 9.4. Service Provider shall take reasonable care to avoid that unauthorised third party could modify content of pubic details uploaded by Client.
- 9.5. During their activity according to GTC, especially when uploading data and any other activities carried on Administration Interface Client is obliged to act according to relating legislation in particular in view of personal rights and copyright law as well as provisions of consumer policy (warranties).
- 9.6. Service Provider is entitled to store, manage, use data, photos, informations provided by Client in conjunction with legal relation agreed between parties under GTC and service in order to operate (e.g. accounting, keeping contact, identification) according to and under the appropriate and satisfactory approval of Client and the regulations 13/A.§ of CVIII. Act of 2001 on certain issues of electronic trade services and services in connection with information society. Client shall explicitly approve and entitles Service Provider's data management and use according to those referred having regard also that fulfilling these acts are needed for providing service within the framework of GTC. Client should provide their details asked on the registration page. During establishing and implementation of the contract Service Provider shall manage following data of Client: name of the accommodation site, type, category, address, e-mail address, account name, account address, account e-mail, tax number, EU tax number, bank account number, postal address, name and telephone number of contact, automatic call notification, fax number, name of birth, public details uploaded by Client, accounting information; in case of company: company registry number; in case of private person: name of birth, address; in

case of self-employed entrepreneur: name of birth. Client may modify certain details on administration interface on website; any other claims concerning data management can be initiated and sent to szallas@szallas.hu email address. In case of termination of contract Service Provider shall remove Client's data after the last fulfilment period except for data concerning taxing regulations or data specified by accounting act needed for accounting, and this data should be treated for 8 years according to 169.§ of C. Act of 2000. or - limitation period defined by XCII. Act of 2003. For treating this data Service Provider is entitled according to the above mentioned. In other cases for data management by Service Provider those concluded in Data Management Information on Websites shall be authoritive and applied.

9.7 Client should remove booking details in case of cancellation of booking. Client undertakes and guarantees that they treat the collected details of Guest within legal regulations and targeted to allowed and necessary content and period.

X. Warranty, responsibility, validating warranty claim:

- 10.1. Service Provider shall warrant that by means of service of this GTC Client could establish actual contracts with the Users, therefore Service Provider shall not take the responsibility for efficiency and success of possible outcomes of contracts of Client and Users. In connection with non-achieving the expected results Client should not generate any specific needs towards Service Provider on any other ground such as insurance damage or loss of profit. Pursuant all to these in case Client cannot receive any bookings or booking in sufficient amount that shall not be brought up against Service Provider. Service Provider shall not take any responsibilities or obligations for publishing and displaying or cancellation of these if Client uploads or provide informations and details concerning accommodation site imperfectly or not fully, or if the display offends the rules of GTC.
- 10.2. Service Provider shall not take the responsibility for damages caused by Guest to Client or third party, such as in particular cancellation of actual resort of accommodation site, further offending the conditions of resorting and staying at the accommodation site.
- 10.3. Service Provider shall not take the responsibility for claims of User and/or Guest that are wished to be validated towards Client. Client shall take the responsibility for actual features of accommodation site, completeness, actuality and correctness, faults or incapacity of details uploaded by them, further for the latter mentioned alterations from the correct details. Client shall take responsibility for consequences and claims including contracted insurance of their service of false promotion and/or confirmation. In connection with hereby referred cases incurring expenses of refund and compensation liability on behalf of Guest shall also be imposed on Client. Those included in VI. paragraph of 6. 8 section are authoritive for hereby referred cases. Client's scope of liabilities and responsibilities also include later changes and modifications in details and/or parameters (in regard to which contract has been established between Guest and Client). This regulation should be applied and authoritive if Client does not fulfil to their liabilities at real time or does not fully fulfil them. In these cases responsibility should be exclusively imposed on Client. If cases concluded in this section are repeated that it may form and provide an immediate right to terminate the contract on behalf of the Service Provider.
- 10.4. Client shall be able to report any objections and/ or comments at the headquarters of Service Provider or in an electronic way to any of the contacts provided by the Service Provider. Client may claim warranty according to Civil Code in connection with false fulfilment of Service Provider
- 10.5 Warranty: (i) Service Provider shall warrant that they are a legally registered and legitimate company and further is entitled to carry out activity according to this GTC ii) Client warrants and guarantees that they are a legally registered and legitimate company and further they carry out and manage their enterprise being aware and owing relating regulations on their enterprise activity,

allowances and ratings as well as on the basis of carrying out necessary notification obligation, selling of their service does not offend any legal regulations and or provisions of any administration authorities, carries out their obligations and liabilities according to the GCT and the Contract, (iii) Client warrants that details, informations, images and any parts of them provided by the or in their interest are true and complete (Offer of Client, appearances according to Media offers), do not offend rights of third natural-or legal person, and company without legal personality (including among others copyrights, works of art under industrial property right protection, rights concerning indications, rights concerning person) correspond with relating legislation, authority provisions, ordered displays are not restricted by advertisement prohibition and limitation, in particular do not offend general and special advertisement restrictions of Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities and Act XLVIII of 2008 on the Prohibition of Unfair Business to Consumer Commercial Practices. This warranty should also be interpreted and concerned on service of Client.

Client shall understand that exclusive responsibility should be taken by them for actuality, content, state of affairs, pertinence of information in Offer Client is obliged to take direct responsibility for consequences, claims, or damages caused by their offence against warrant liabilities. In case in connection with Client's breach of liabilities and /or offence against warranty Service Provider is obliged to take responsibility and/or is imposed to pay fine, and/or a claim by third party is taken and settled by Service Provider then Client is imposed with comprehensive, unconditional and immediate obligation towards Service Provider.

XI. Notification, termination of contract:

- 11.1 This contract unless the parties agree otherwise is established for an indefinite time under the condition that the shortest duration of the Contract can be 1 work day.
- 11.2 Contract shall terminate by mutual agreement between parties, with ordinary termination, further with withdrawal in cases and under conditions defined in authoritive legal regulations. Ordinary termination can be practiced with keeping at least 1 work day termination period. Ordinary termination cannot be practiced on the same day of establishing Contract. Termination right does not restrict entitlement of Service Provider according to GTC for suspending displays. Declarations aiming termination can be made via e-mail provided for contact. Service Provider shall consider all the messages as declaration with legal effect that is received from an e-mail address provided by Client.
- 11.2.1 In case Service Provider modifies tariff according to those referred in 5.14 section and it is not accepted by Client then Client can terminate Contract between Client and Service Provider with ordinary termination according to 11.2 section. Termination should clearly and explicitly include that Client terminates Contract. In case Client does not terminate Contract 1 day prior to day of tariff entry into force according to those referred and concluded in 5.14 section then this circumstance (fact) is considered acceptance of modified tariff.
- 11.3 Essential offence of warrant liability and/or obligation concluded in this GTC is considered grievous breach of contract. Termination with immediate effect serves as a basis for essential breach of liability, even a single non-current breach.
- 11.4 After termination of contract by any causes parties should square accounts with each other without delay.

XII. Miscellaneous provisions:

12.1 Client shall understand they are allowed to use services of Websites under the Conditions of Website(s) Use. User and/or Guest can make others be informed about Offers on well-known social

sites- – Facebook, IWIW, Twitter – or send it to their friends, contact (ii) can provide descriptions, reviews, comments, ratings in connection with service of Client (hereinafter jointly referred to as User's Content).

- 12.2 Beside basic service, displays published according to Media offer of Client are considered advertising, promotion. In this regard where GTC, order, and relating documents specifies Offer then concept of advertisement/promotion is included in the expression offer if Offer has appeared on the base of a separate order according to Media offer.
- 12.3 Beside upholding their rights Service provider can deny publication of Offer or can remove the already published offer at any time (including suspending the publication) in case Client significantly offends any of relevant regulations of GTC (including in particular offence of payment discipline, avoiding payment obligation, manipulative use of the Service Provider's system) and/or their offer is contrary to legislation and/or their Offer; (i) is publicly incomplete, non-existing, not factual, controversial, misleading, false, irreal, impossible to fulfil, offends or may offend good economic reputation of natural person or company; or does not contain those minimal details necessary for well-founded decision on behalf of the User/Guest (e.g.: price, relevant parameters of the accommodation site); (ii) according to Service Provider's unilateral judgement Website is not compatible with the design, image and concept of Service Provider, is contrary to their business policy principles (iii) offends directly or indirectly Service Provider's promotion market and/or business interests (iv) cannot be fulfilled due to technological reasons or lack of extension and range (v) that has been opposed and objected by any authorities in a formal or informal way (vi) refusing Guests' booking continuously or on a regular basis, (vii) in case Client has an unpaid debt towards Service Provider and bankruptcy, liquidation or insolvency proceedings have been initiated against Client.

In the above mentioned cases Service Provider is entitled to terminate the already agreed Contract with immediate effect, terminate providing service, and oblige Client to pay caused damages and certified expenses (e. g. lawyer's fee).

- 12.5 Service Provider shall not be obliged to transform and change Advertisements (Offers) under legislation on force.
- 12.6 Operation and management of certain parts of Website is considered mediating service according to regulations of Act CVIII. of 2001 on electronic trade services (ETa. as follows) (e. g.: Content of Profile created by Users).
- 12.7 Service Provider shall provide service including software used during operation of Service and contents available within the Service -being fulfilled through the Websites in the given state ("AS IS"), and they shall not take any responsibility for precisity, reliability, error free operation, completeness, suitability for specific target. Service Provider shall not be responsible for errors and consequences caused by reasons beyond their control such as technological failure or stoppage in the Internet network, or any other technological stoppage, pause, damaging applications or programs set by others (for example: viruses, worms, macros or hacker activities).
- 12.8 In accordance with the above mentioned Service Provider shall provide and guarantee continuity of service provided by them but shall not take the responsibility for damages that have been caused by outer events beyond their service interest and operation scope and incapacitates work process necessary for accomplishment, or availability of technical tools (e.g.: strike, flood, earthquake, rainstorm, black out, deficiency of internet operation, data transfer error, stoppage in operation etc.).

- 12.9 Service Provider's unilateral rights to establish contracts with other persons (clients) on services that are the same or similar to those of the Client.
- 12.10 Service Provider shall uphold their right to modify terminate any contents of Websites and/or terminate service fulfilled through Websites.
- 12.11 Service Provider is allowed to establish separate agreement with Client according to GTC on the basis of which Service Provider sells voucher concerning Client's accommodation site issued by Client. In this case relating regulations of GTC are authoritive. According to those referred GTC is also applicable for separate agreement if it has not been referred to specifically in the separate agreement.

XIII. Copyrights

- 13.1. Content displayed in accommodation booking system (including all the graphics and other materials that are available within service, lay-out, editing of web page, used software and other solutions, ideas, implementation) considered intellectual property of Service Provider; except for trademarks indicated on Website of persons beyond Service Provider and further contents uploaded by Client according to 13.1.1 section. Beyond display in normal use of service, and the needed temporary reproduction and copying for private use these intellectually properties should not be used or utilized in any forms without written consent of Service Provider in advance, any activities of such kind may result in legal procedures and criminal sanctions.
- 13.1.1 Service Provider shall treat photos, videos, graphics and other materials uploaded by or in the interest of Client) unless specified otherwise as the intellectual property of Client. By uploading Client warrants that they are entitled to upload and publish the content and shall not offend rights of third party or legal interest since they assume liabilities for damages in case of misstatement in their declaration. This warrant liability of Client shall also cover that according to hereby referred content and indication uploaded by them can be used, can be displayed or can be made display by the Service Provider under the GTC, in particular of its 5.5 section.

XIV. Final provisions

- 14.1. Parties shall settle their contentious outstanding issues by peaceful means. In case of failure in suits under the scope of local court Buda Central District Court's competency is stipulated. In case of suits under scope of General County Court Tatabanya General Court's competency is stipulated.
- 14.2. In issues that have not been regulated in GTC relating legislations are applicable and authoritive.
- 14.3. This GTC is put into force since **25.03.2015** until withdrawal, or until effective date of further modifications entry into force. Any modifications concerning this GTC Service Provider shall publish along with a notice at least 15 days before entry into force on www.szallas.hu website, or Websites. Incidental mistype, grammar mistakes or specification in word use and correction of relating provisions are not considered modification of GTC. If Service Provider corrects details relating to them it is not considered modification of GTC. Announcement of GTC corrected according to hereby referred, further announcement those of modified, or completed in GTC in which modification or completion have become necessary due to legislation change and/or authority act then deadline can be shorter than those 15 days deadline concluded in GTC. Client shall explicitly understand and accept all the above. Service Provider shall make Client be informed about this GTC by publishing and allowing current access to effective and complete text of GTC on www.szallas.hu website. After modification unless the contract has been terminated further use of service is considered acceptance of modified GTC.

14.4 Details of Service Provider:

Szallas.hu Zrt.

3525 Miskolc, Régiposta utca 9

Postal address: 1554 Budapest, Pf.: 85. Customer service: +36 30 / 344-2000 Accounting e-mail: szamlazas@szallas.hu

E-mail: szallas@szallas.hu Web: www.szallas.hu

Administration interface: http://admin.szallas.hu

Tax number: 26721761-2-05