

Telekom Spots – Terms of use

I. Service provider data

Hungarian Telecom Plc.

Electronic mail address: ugyfelszolgalat@telekom.hu, hello@telekomspots.hu

Headquarters, postal address: 1097 Budapest, Könyves Kálmán krt. 36.

Customer service page (FAQ): <https://telekomspots.hu/faq>

II. Content of the Terms of use

1. These Terms of Use (hereinafter: Terms of Use) govern the use of the <https://telekomspots.hu> website (hereinafter: the “Website”) operated by UNIFLEX Kft, (hereinafter: Service Provider) on the <https://telekomspots.hu> website (hereinafter: Website) and on Telekom Spots mobile applications (hereinafter: Application, hereinafter collectively referred to as the “Platform”) by users (hereinafter: “Users”) of the information society services (hereinafter: “Services”) available on the Website and the Application. The operator of the Ticket Sales Service (Ticket Spots) is: Art Village Kft. which is a registered seller for ticket purchase transactions. A registered seller is a legal entity that is authorized to act as a reseller on behalf of a company and, among other things, distributes digital products or services to end users. As a result, the registered seller assumes financial responsibility for all transactions between the company in question and its customers.

2. If the User starts using any element of the Service, they simultaneously accept the provisions of these Terms of Use. The Terms of Use version in force is in all cases available on the Platform.

3. The Service—with the exception of service elements that can be ordered with a separate additional subscription—can be used without paying any fees, *however, for certain events, tickets can also be purchased through the Platform. The ticket purchase service is available for the price displayed on the platform and subject to the terms and conditions*

4. The provisions of the Terms of Use shall apply to unregistered visitors as Users to the extent that these Terms of Use contain provisions regarding any activity within the framework of the Service. Without registration, only certain elements of the Service, described later, may be used.

5. By registering, the User accepts the Terms of Use, the fact of which is recorded (logged) by the Service Provider. The Terms of Use include all documents referenced in the Terms of Use, including the Privacy Policy.

6. Further details about the Service, the activation, deactivation and operation of individual functions, along with answers to frequently asked questions (FAQs), can be found in the FAQ menu item accessible via the footer of the Website. The information in the FAQ menu is not part of the Terms of Use.

7. The Service Provider shall mark, highlighted in bold, in these Terms of Use those provisions that significantly differ from the law or from the usual contractual practice, or that differ from the conditions previously applied between the parties, or to which the Service Provider wishes to draw the attention of the Users in advance and expressly, thus separately informing the Users. By using the Service provided by the Service Provider or by registering, the Users expressly accept the provisions of these Terms of Use, including the provisions in bold, potentially deviating from the law.

8. Any website/application (e.g. Facebook.com) related to the Services of any other website/application (e.g. Facebook.com) other than the Telekom Spots Platform is subject to the policies and terms published within the framework of that website/application.

9. Definitions

Ticket Spots: an online ticket sales platform operated by the Service Provider that allows users to purchase tickets for events.

Customer: a natural person or legal entity who purchases a ticket through the System.

Event Organizer: means the natural or legal person who organizes the event and uses the ticket sales service within the System.

Ticket: an electronic or printed ticket granting admission to a specific event.

Transaction fee: The fee charged by the Ticket System for the ticket purchase service: 2%, but at least 180 HUF

Ticket Purchase Service: the service available to the Customer through Ticket Spots, under which the Customer purchases a Ticket offered by the Event Organizer in exchange for payment. The detailed description is set forth in Section 2.

III. The most important characteristics and elements of the Service

1. The Service, as program recommendation, aims to help Users looking for program suggestions and events with its continuously developing, up-to-date online toolbox. The clean, transparent Platform enables browsing, with recommendations of related events, and the incorporation of various genre-, regional- and time-based filters. In addition to music, the focus of Telekom Spots includes theater, dance, exhibitions, gastronomy and fashion events, fairs, performances, workshops, and everything in combination of those categories. Curators known from the capital's creative scene will also appear on the Platform, from whom they will receive highlighted recommendations, and users can also upload their events, which may be featured on the Platform via editorial review and may receive various visual highlights on the home page - so that the end result is a diverse recommendation system that moves across a wide palette of tastes.

2. Ticket Sales Service

For certain events, the Platform offers the option to purchase tickets directly. The Ticket Spots (Art Village Kft.) provides the ticket purchasing infrastructure, the payment system, electronic ticket issuance, digital ticket management, and consumer protection processes.

3. Conclusion of a Contract when purchasing tickets (Merchant-of-Record Model)

When purchasing tickets through the System, the contract is entered into directly between Ticket Spots (Art Village Kft.) and the Customer. Ticket Spots (Art Village Kft.) sells Tickets on its own behalf, is authorized to collect the full Ticket price, ensures the validity of the Ticket, and is responsible for the financial processing of the transaction. The Event Organizer is the service provider for the event, and it is responsible for carrying out the event, and provides services to Ticket Spots (Art Village Kft.).

4. Availability of Tickets

Ticket Spots makes the tickets available to the Customer in the form of electronic tickets. Tickets have a unique identifier. The Customer is solely responsible for the use of the Tickets and for ensuring that the technical conditions necessary for such use are met.

5. Refunds and Consumer Protection

Ticket Spots is authorized to issue refunds, manage chargebacks, and investigate disputed transactions. In the event of a refund, the amount will be deducted from the payment to the Event Organizer. The Event Organizer is required to cooperate during the investigations. Purchased tickets are non-refundable and cannot be changed. Refunds will be issued only if an event is canceled or if required by law. In the event that the Event is canceled the right to a refund for the cost of other services used in connection with the purchase of the Ticket shall be determined based on whether each service was actually provided. The 2% service fee (with a minimum of 180 HUF) charged is for the use of the ticket purchasing system; this fee is non-refundable if the performance is canceled (). The Event Organizer is responsible for issuing refunds; the Service Provider is solely responsible for the technical aspects of the process. Refunds will be processed within a reasonable time after the event's status has been finalized. The Customer is not entitled to a refund in the following cases: failure to attend, cancellation for personal reasons, or a change in the date, provided that the Event takes place.

6. Event Completion

The Event Organizer is responsible for organizing the event, the program content, admission, and on-site services. Ticket Spots is not liable for any claims, complaints, or objections related to the event. Ticket Spots disclaims liability for any claims beyond the scope of these Terms of Use, unless such disclaimer is expressly prohibited by Hungarian law.

7. Right of withdrawal

Pursuant to Section 29(1)(I) of Government Decree No. 45/2014. (II.26.) the Customer may not exercise the right of withdrawal or termination if the Ticket for the Event if it is valid for a specific date (a specific day, closing date), or is valid only

during a specific period. This also applies if the Customer purchases a Ticket for an online event that is available at a specified time, simultaneously with the broadcasted event (live streaming).

If the Customer purchased a ticket that is not valid for a specific date (such as museum admission tickets that can be used at any time), the Customer is entitled to cancel the purchase within 14 days of receiving it, provided that the purchased ticket has not yet been used. If the Customer lawfully withdraws from the contract, the Service Provider shall refund the full amount paid by the Customer without delay, but no later than fourteen days from the date it becomes aware of the withdrawal, using the same payment method used by the Customer; as a result of the withdrawal, and the Ticket subject to the withdrawal may no longer be used.

8. The essence of the Service is the provision of information society-related services based on the provisions of Act CVIII of 2001 on electronic commerce services (hereinafter: Ekertv.), and in certain parts of the Service, content protected by copyright of the Service Provider or third parties designated by the Service Provider (e.g. music content shared on Youtube, Spotify) is accessible or made available. The Service Provider is not obliged to check the program offers announced within the framework of the Service, as well as the veracity of the information made available by the Users. The Service Provider does not look for facts or circumstances that indicate the conduct of illegal activities.

9. The service operates partly as a website and partly as a mobile application with different functionality (notification channel: push notification, e-mail) and content. Users can register on both Platforms, search among the program recommendations, log in as a registered User, save program recommendations, edit their professional profile, make themselves available in the lecturer, promotional or event location database. Program recommendations, performers, promoters and event venues, including saved content, are the same on the Platform. To use and benefit from the Website, the User must have a hardware device (e.g. computer, tablet, mobile phone) running an internet browser software, with internet access (internet access is required to use the service, therefore its use generates data traffic). The Website is optimized for all up-to-date (updated by the User) browsers (supported by manufacturer updates). The latest stable versions of Chrome, Firefox, Safari and Edge browsers are supported. Minimum browser versions that are still supported by the Website: Chrome 64+, Edge 79+, Firefox 67+, Safari 12+. The Application is available and can be downloaded from the Google Play and Apple Store app stores. The condition for the error-free operation and functioning of the Application is the installation of the latest IOS/Android operating system on the mobile device.

The Service Provider has taken and maintains the necessary security measures for the operation of the servers and other equipment operated by them (including the infrastructure providing network connectivity) required for the operation of the Platform.

IV. Registration

1. Certain elements of the Service can only be used by registration (creating a user account). Only natural persons over the age of 16 are entitled to register. When registering on behalf of or representing a legal entity or an unincorporated organization, the Service Provider does not check the representation authorization of

the natural person performing the registration.

1.1. Registration begins by properly and completely filling out the registration page form with real data. If the User does not provide data, or provides data in an incorrect format, or provides an e-mail address with which a registration already exists, the registration remains unsuccessful, as long as the data form on the registration page is not complete with no omissions or is different from the e-mail address belonging to an existing registration. An essential condition for registration is to confirm that the User is familiar with the content of the Terms of Use and the Privacy Policy, accepts them, and gives their necessary consent. Modification of the data required for registration prior to registration is possible before clicking the "Register" button.

1.2. Registration can be initiated by expressly accepting the Terms of Use and the Privacy Policy, as well as by using certain Services (e.g. saving a search) that require registration. The data provided during registration can be modified in the User profile after registration. The Service Provider will send an automatic e-mail about the registration, which completes the process of accepting the Terms of Use.

1.3. The User can authenticate their registration via the link in the confirmation sent by the Service Provider to the e-mail address provided on the registration form or in another manner specified by the Service Provider (so-called trusted source). The registration process is completed by clicking on the link in the letter sent to the e-mail address provided or by another authentication method specified by the Service Provider. Authentication is possible for 14 calendar days (336 hours) from the date of sending the registration form. In the absence of authentication, the registration, including the User's personal data, will be automatically deleted after 15 days.

1.4. A User designated as a trusted source shall be provided by the Service Provider with a set of conditions governing additional requirements beyond these Terms of Use (Additional Conditions), in addition to the data required for registration.

1.5. A Trusted Source can be any User who, based on their scope of activity, the nature, purpose or operation of the service provided or goods sold by them, facilitates the provision of the Service and the operation of the Platform, and also broadens the range of Content available on the Platform.

1.6. Users identified as trusted sources and thus the Content uploaded by them are marked with a special mark by the Service Provider. The User identified as a trusted source accepts the Additional Terms and Conditions governing trusted sources, which entitles the User to use the separate "trusted source" designation.

2. The user account created by registration is used to record the User's preferences and usage actions of the program offer, to send reminders and notifications set by users and to access the functions of the Platform that are subject to registration. Maintaining the confidentiality of individual user passwords and accounts is the sole responsibility of the given User. The User is also fully responsible for all activities carried out in connection with their account. The User is obliged to immediately inform the Service Provider of any unauthorized use of their account or any other action that violates the security of the Platform or data security.

3. It is not possible to unsubscribe from system messages closely related to the Services, such as registration or termination thereof, or the operation of the Service (in particular, its use, content/form changes, changes by the user, maintenance, incidents). The Service Provider sends the system message to the Users' e-mail address or, if the User has installed the Application, to their phone in the form of a notification (so-called push notification) as part of the provision of the

Service.

4. The User acknowledges that in case of violation of the Terms of Use, their registration and related personal data may be deleted. The Service Provider excludes liability for any resulting damage, if the user profile/account is deleted due to user conduct that violates these Terms of Use or violation of the law.

5. By completing and maintaining the registration, the User undertakes to ensure that the data, information and photos provided or stored in their profile do not violate the rights or legitimate interests of the Service Provider or third parties and contain only and exclusively information and data that are true to reality.

6. The user undertakes to use the service for its intended purpose, not to upload false information or false program proposals or events, and not to attach or make available user content that does not fit the profile of the site.

7. The User may cancel their registration at any time without giving any justification. In addition, the registration shall be terminated upon cancellation of the registration by the Service Provider, upon termination of the Service, and 365 days (1 year) after the User's last activity (e.g. last use of the Platform, last viewing or clicking on an event subpage).

V. Details of the Service

1. Ticket Purchase Process

Customer: selects the event, selects the number of tickets, enters billing information, and completes the payment. The Contract is concluded upon successful payment. Tickets added to the cart are not considered reserved. Ticket Spots (Art Village Kft.) reserves the right to impose quantity limits and to decline transactions for security reasons.

2. Browsing through program recommendations, events, event locations, performers

Both unregistered and registered Users can browse and search for program offers, events, event locations, and performers published on the Platform according to various criteria. The order and visual display of events is influenced by their time, and the Content may also receive visual highlighting on the homepage in the header, in the featured events, event lists section, as determined by the Service Provider's editors.

3. List of already seen program recommendations, events, event locations, performers

On the event, performer and venue list page, registered Users can view the list of previously viewed events, performers and venues subpages while logged in, both on the Website and in the mobile application.

4. Saved content

When using the Saved Content service, registered Users can review their previously saved events, performers and locations, collected as saved content, thus facilitating browsing later among them.

5. Saved searches

With the Saved Searches service, the registered Users can save the criteria compiled during the detailed search under a chosen name on the Website and in the mobile application, so that they can access and run the search criteria with a single click while using the Service. Saving is possible via the button appearing at the bottom of the results list.

6. Notifications depending on user settings

Registered Users can subscribe to receive notifications. By clicking the “bell” button on the Website, and when logged in, in the “Notifications” menu in the profile or in the “Notifications” section in the Application, they can create a personalized notification according to their criteria. Depending on the User's settings, the notification can be an e-mail or a push message sent to a mobile device. The system automatically sends the program offers that meet the narrowing parameters to the e-mail address provided during registration and/or in a push message, adapting them to the User's reading habits. Users can review, modify, delete their notifications and set a new notification. Users acknowledge that the notifications are generated

automatically in accordance with the conditions set by them, so the program suggestions contained therein are governed by the rules applicable to the program suggestions published on the Platform. The Service Provider may also send the notification with targeted content based on the data provided by the Users and conclusions drawn from the User's activity on the Platform.

7. Electronic advertising and marketing messages During registration and use of certain Services, the User may consent to the Service Provider sending electronic advertising and marketing messages to the provided e-mail address and mobile device. Electronic advertising and marketing messages may contain the Service Provider's own offers; descriptions of the Service Provider's current Services and other services, events, and prize games related to the program recommendations; warnings regarding started but not completed Services; questionnaires aimed at generating statistical data that are processed anonymously; questionnaires measuring satisfaction with the Service. The User may disable the receipt of electronic advertising and marketing messages at any time via the link in the messages. The prohibition of receiving electronic advertising and marketing messages takes effect no later than 72 hours after saving the settings and clicking on the unsubscribe link.

VI. Possible violations and consequences thereof when using the Service

1. It is prohibited to use any system or solution that aims to, enables or may result in the use of the Service in a manner not expressly permitted in these Terms of Use (e.g., publishing content that violates equal treatment or a protected characteristic, is discriminatory, or offends any user of the site, causing them harm or injury), or aims to damage or disrupt the operation of the devices used to operate the Service, or otherwise jeopardizes the proper operation of the Service.

2. Among others, within the framework of or in connection with the Service, the following are prohibited:

- a) sharing or otherwise making available works protected by copyright, unless the User makes their own work available or the conditions of these Terms of Use are otherwise met;
- b) unauthorized ticket sales, fraudulent resale, automated ticket purchases, and ticket fraud
- c) sharing or otherwise making available statements that are untrue, misleading or misrepresent the real facts or that violate the personal or other rights of others, or other content that potentially violates the rights of third parties or the Service Provider;
- d) advertising, commercial communications, sharing or otherwise making available sponsored content;
- e) sharing or otherwise making available data or business secrets obtained without authorization, in a manner prohibited by the Act on the Prohibition of Unfair Market Conduct and Restrictions of Competition.
- f) Automated copying, scraping, or "reverse engineering" of the content of the Platform

3. The User is obliged to ensure that there are no legal or other obstacles to the publication of the Content on the Platform and that the publication does not violate the rights of the author or third parties. In the case of embedded (embedding or

framing, e.g. Youtube, Spotify, Soundcloud) Content, the User bears all liability for claims due to the violation of any access restrictions (geoblocking, access channel restrictions, or paywall) affecting the Content.

4. The Service and all content available on the Platform are protected by copyright. The Service Provider owns all copyrights and the rights protecting the database producer in relation to the content made available by the Service Provider, and beyond the reading, display on screen and temporary reproduction necessary for the intended use of the Service, and beyond free use for personal purposes, not aimed at generating income directly or indirectly, it may not be used or exploited in any other form without the prior written permission of the Service Provider.

5. The Service may be used only within the framework of applicable laws, without prejudice to the rights of third parties and the Service Provider, and in compliance with these Terms of Use. The User is responsible for all activities performed in connection with the Service.

6. If the Service Provider becomes aware that there is illegal information within the Service, they shall act in accordance with the relevant legal requirements to remove the information or terminate access, including in particular the deletion of User Content without prior notice. If a User uses the Service in a manner that violates the provisions of these Terms of Use or the law, or is otherwise abusive, the Service Provider shall be entitled to suspend or terminate the User's access rights (in the case of a published program recommendation, to terminate or delete the availability of the event, to delete the uploaded User Content) without prior notice. These measures may also be applied to the User in the event of logging in under a different name or in the event of misuse of their other data.

7. The Service Provider has the right to unilaterally judge whether any User Content violates the provisions of these Terms of Use.

8. The Service Provider reserves the right to moderate the event advertisements and the content of the performer, organizer, and venue subpages and the User Content appearing on the Platform at any time, and if it detects circumstances that violate the provisions of the Terms of Use, they may propose a modification or even modify or delete the objectionable content without prior notice to the User. If the User does not accept the modification proposal or does not respond to it within the deadline (3 working days), the Service Provider will delete the objectionable content. The User acknowledges that the User Content published by them will appear on the Platform after review and verification by the Service Provider, and declares that they are aware that the content appearing on the Platform may include moderated User Content modified by the Service Provider.

9. A link, i.e. a hyperlink, to the Platform (or any of its elements) may be placed in the following manner, without the prior written permission of the Service Provider: "Source: Telekom Spots www.telekomspots.hu, direct (deep) link to the subpage"

VII. Responsibility

1. The Service provider provides the Service in a given condition ("AS IS").
2. The Service Provider ensures the proper placement and physical protection of the servers and other devices necessary for the operation of the Service, and ensures the protection of the stored data through the available IT devices, which it regularly maintains and updates. The Service Provider is not liable for errors and their consequences arising from reasons beyond their control, such as technical failures or outages in the Internet network, technical shutdowns of any origin, interruptions, behaviors that violate the security of information systems, destructive applications or programs placed by others (for example: viruses or hacker activities).
3. The Service Provider is entitled to suspend the Service for the purpose of maintenance, fault and its repair, due to the occurrence of an unavoidable external cause and its elimination or based on the order of a body authorized by law, during which the Service is not available, this is acknowledged and accepted by the User. The maintenance may be a planned or emergency one, about which the Service Provider provides information on the Platform.
4. The Service Provider reserves the right to place advertisements, content presenting its own services or other content on any content element of the Service. Content marked with an (x) sign/"Advertisement"/"Sponsored Content"/"Advertisement" on the Platform is considered commercial advertising.
5. The Service Provider, Magyar Telekom Nyrt., and Ticket Spots (Art Village Kft.) shall not be liable for the cancellation of the event, changes to the program, services provided by third parties, or force majeure events. The Service Provider disclaims liability for participation in the Events, for any consumer claims arising therefrom, and for any other claims related to the purchase of tickets, unless such disclaimer of liability is expressly prohibited by law. The Service Provider disclaims any liability for damages resulting from the provision of incorrect, inaccurate, or false information or an incorrect email address during the purchase process. The Service Provider and the Event Organizer are responsible for fulfilling the order and issuing the invoice in accordance with the information provided by the Customer. The Purchaser bears sole responsibility for any consequences or damages resulting from the loss, theft, incorrect printing, copying, or multiple printing of self-printed tickets (e-tickets). The Event Organizer may electronically scan the barcode on the e-ticket at the Event venue, which will immediately invalidate it; thereby entry is granted based on the first scan. The Event Organizer or the operator of the event venue may publish its own General Terms and Conditions and Privacy Policy for the specific event; the Service Provider bears no responsibility for the content of these documents
6. The Service Provider is not responsible for the effectiveness of the User's event search, nor for the existence and topicality of the advertised events, the accuracy of the information contained therein, the conduct of the event organizers during the event, or the user's conduct and consequences resulting from the conclusions drawn from the data provided during the use of the Service (e.g. event location, program schedule). At the same time, the Service Provider will do everything that can be expected of them to ensure that only real events are published on the Platform. The advertiser is responsible for the accuracy of the advertisement and compliance with legal regulations, in particular the principle of equal treatment.
7. The Service Provider is not liable for any shortcomings in the data provided

during registration or use of the Service (e.g. when subscribing to notifications) or for any consequences arising from incorrectly provided data. **The User is solely responsible for the authenticity, accuracy, appropriateness of the wording and completeness of the personal data. During the registration of a non-natural person User, the person carrying out the registration process is solely liable for the data provided by them, and the Service Provider excludes their liability for any claims arising from false representation.**

8. The Platform also contains links to websites operated by third parties. If the Service Provider becomes aware that the linked site or the linking violates the rights of third parties or applicable laws, the link will be removed from the Platform immediately. In addition, the Service Provider assumes no responsibility for the content of the links it uses or the websites that can be accessed through them – **in particular, social and music websites and ticket purchasing sites of performers, venues and promoters** – and does not control their content.

9. In case of violation of the Terms of Use, illegal or unfair use of the Service, the Service Provider may terminate or limit the use of the Service (the Agreement), and may refrain from entering into future contracts with the User. The Service Provider excludes liability for any damage that may arise if the Service Provider deletes the user profile/account/terminates the Agreement due to the User's conduct in violation of the Terms of Use or in violation of the law.

10. The User is solely responsible for the use of the Service. The Service Provider excludes liability for any damage that may arise from the User's unlawful conduct, the Service Provider's own decision based on the Terms of Use, or the decision of an authority or court, deleting or modifying any User Content. The Service Provider excludes liability for User Content removed from the Platform by them or for any objectionable content. The Service Provider expressly excludes liability for claims due to failures or irregularities in the operation of the Service, unless Hungarian law does not allow the exclusion or limitation of liability.

11. Compensation obligation

The User is obliged to compensate the Service Provider and any third party concerned for any damage, financial loss and costs incurred due to or in connection with the User's breach of the Terms of Use, the Agreement or the User's breach of applicable laws or the User's breach of any third party's rights. If a third party or any authority or court makes any claim or initiates any proceedings against the Service Provider as a result of or in connection with the User's conduct, the User is obliged to respond directly and take all measures required by the Service Provider and to compensate the Service Provider for any damage, financial loss and costs incurred by the Service Provider due to or in connection with any unlawful conduct of the User. The User's liability for any violation committed in connection with the use of the Service shall continue to exist even after the termination of registration until the statute of limitations of the crime/claim for damages expires. A claim for compensation against the Service Provider can be submitted at the registered address of the Service Provider or through Customer Service and can be enforced in court.

12. The Service Provider is liable for any error in the Service if the error occurs or becomes detectable during the period of registration. The Service Provider shall bear the burden of proving that the service affected by the error detected during the period of contract was in conformity with the contract during the period of performance of the service under the contract. The Service Provider shall not be deemed to have performed defectively if they prove that the User's digital environment is not

compatible with the technical requirements of the Service (which the Service Provider has informed the User about in Section III). The User shall cooperate with the Service Provider in order for the Service Provider to verify – using the means technically available and requiring the least intervention for the User – that the cause of the error is the consumer's digital environment. If the User fails to comply with this obligation to cooperate, the User shall bear the burden of proving that the service affected by the error detected during the period of contract was not in conformity with the contract during the period of performance of the service under the contract.

VIII. Termination, modification of the Terms of Use

1. The Terms of Use shall terminate upon cancellation of the User's registration, in which case these Terms of Use shall terminate immediately and automatically.

2. Cases/ways of deleting the registration (withdrawal, termination):

a) The User may cancel their registration on the Website upon logging into their user account, at any time without giving any reason.

b) The User may at any time, without giving any reason, request the Service Provider to cancel their registration by e-mail in a message sent from the e-mail address provided upon registration. The request for deletion can be submitted as a free-form, clearly worded request (in a legal declaration). The registration will be terminated no later than the working day following the processing of the e-mail. Depending on the volume of customer service emails, a maximum of 30 days may pass after the e-mail is sent until it is processed.

c) If the User violates the terms of these Terms of Use, the Service Provider may cancel the User's registration.

d) The User uses the Platform or the Service in a manner that violates or may violate the rights or legitimate interests of third parties; uses an application or program that can modify the Platform or that otherwise jeopardizes the proper operation of the Service; uses a system or solution that aims to, enables or results in the use of the Service in a manner that violates the law or the shutdown of the servers used to operate the Platform; or there is a suspicion of such conduct.

e) The Service Provider will delete the User's registration and personal data in accordance with the Privacy Policy after 365 days (1 year) from the User's last activity (e.g. last use of the Platform, last viewing of a notification or last interaction on the Platform, e.g. click) (Termination of Terms of Use). Before the termination of the registration, the Service Provider will send a message warning of the termination.

3. The User may terminate the contract without calling on the Service Provider to perform, if a) the Service Provider has not undertaken to provide the Service, or it is obvious from the circumstances that they will not provide the Service; or b) it is obvious from the agreement of the parties or from the circumstances of the conclusion of the contract that it is essential for the User to perform the Service at the specified time, and the Service Provider fails to respect that. In the event of termination of the contract, the User shall refrain from using the Service and from making it available to third parties. **The User may terminate the Contract at any time without giving reasons and without incurring costs and may delete their registration account.** The registration may be cancelled in the manner specified in Section IV and in the Privacy Policy, initiated from the user account or by sending a request to the email address hello@telekomspots.hu. In the event of termination of the contract, the Service Provider shall make the elements of the Service available through registration inaccessible to the User.

4. The Service Provider reserves the right to modify or terminate the Service in its entirety at any time without prior notice, in which case these Terms of Use will automatically be modified or terminated.

5. The Service Provider reserves the right to make any changes or improvements to the Service, the terms and conditions of use of the Services (Terms of Use) at any time, without prior notice, and to transfer the Service to another domain name, rename or terminate the Service or its individual components. The User expressly acknowledges and accepts that the Service Provider is entitled to make modifications to the content of the Service. The Service Provider is entitled to make modifications, in particular in the event of a change in the legal environment, the introduction or elimination of new service elements or the purpose of ensuring the quality of existing services, ensuring the quality of the database, or if it is justified by a significant change in economic, technical or other circumstances.

6. The Service Provider shall inform the registered Users about the modification on the Platform and within a reasonable time by e-mail. The Service Provider's obligation to inform shall be deemed fulfilled if the notifications have been sent to the User's registered e-mail address, regardless of whether the User no longer uses the given e-mail address or is unavailable for any other reason.

7. If the User no longer wishes to use the Service under the amended Terms of Use, they are entitled to terminate their registration and thus the Agreement before the amendment enters into force (and at any time thereafter). If the User does not terminate the Agreement (does not terminate their registration) before the amendment enters into force, it shall be deemed that the User has accepted the amendment.

IX. Complaints

1. Filing a complaint

The Customer may submit a complaint via email to hello@telekomspots.hu or notify the Service Provider of the complaint.

2. Deadlines

The Service Provider shall review and respond to the complaint within 30 days.

3. Scope of Authority

The Service Provider manages technical and payment-related complaints itself, while it forwards complaints related to the Event to the Event Organizer. The Service Provider disclaims any liability for complaints related to the Event, participation in the Event, or the Event Organizer.

4. Legal Remedies

The Customer has the right to file a complaint with a consumer protection authority or a mediation board, as well as to initiate legal proceedings.

5. The competence of the mediation board shall cover the disputes between consumers and business entities regarding the quality and safety of products and services, the application of product liability regulations, the quality of services, and relating to the conclusion and performance of contracts with a view to reach an out of court settlement.

X. Pursuant to Section 11 of Government Decree No. 45/2014 (II. 26), pre-contractual information regarding contracts concluded between absent parties

a) can be found among the description of the key features of the Event on the TicketSpots platform in the description of the given Event. The platform also contains information about available tickets and their retail prices (including VAT).

- b) The Service Provider's name and place of business are listed in Section I.
- c) The Service Provider's registered office, mailing address, telephone number, and email address are listed in Section I. The Service Provider sells Tickets and other products to Customers as a contractual partner of the Event Organizer. The Event Organizer's name and mailing address can be found in the event description, and the necessary information is also printed on the purchased ticket.
- d) The Customer may file a complaint using the contact information for the Service Provider listed in Section IX, Subsection 1.
- e) The Customer may find the total amount due for the Ticket on the TicketSpots summary page prior to purchase. Other than the fees listed on this platform, the Customer will not incur any additional costs.
- f) The Service Provider does not offer contracts of indefinite duration or flat-rate contracts.
- g) The Customer shall not be charged any additional fees beyond the fee specified in the contract.
- h) The prices listed include the total amount of the fee, plus taxes. The service fee is the fee for the service provided by the Service Provider. The total amount of the fee includes all costs. Payment by the Customer and delivery of the electronic ticket to the email address provided by the Customer take place immediately. The rules governing complaints are set forth in Section IX of this document.
- (i) Information regarding the right of withdrawal and the right to terminate the contract is provided in Section III, Paragraph 7, and Appendix 2 of this document.
- j) Section III of this document contains information regarding the costs incurred by the customer in connection with the return of the admission ticket.
- (k) No reimbursement of the Service Provider's reasonable costs shall be incurred in connection with the Customer's exercise of its right of withdrawal or termination.
- (l) The Customer may not exercise the right of withdrawal or termination if the Ticket for the Event is valid for a specific date.
- m) The rules governing the warranty for materials and the warranty for products are set forth in Annex 2 to this document.
- (n) The rules governing customer service activities are set forth in Sections I and IX of this document.
- o) The Service Provider is not a signatory to the code of conduct under the Act on the Prohibition of Unfair Commercial Practices against Consumers and has not agreed to abide by it.
- p) The contract between the Service Provider and the Customer is entered into for a fixed term and shall not be converted into a contract of indefinite duration.
- q) The fee payable by the Customer for the Ticket is not personalized.
- r) The Customer's obligations extend only until payment of the purchase price.
- (s) The Customer shall not provide the Service Provider with any deposit or other financial security to be paid or provided to the Service Provider.
- (t) Functionality of digital content, technical protection measures:

Infrastructure and Data Security: The application is powered by a fully automated, modern IaC (Infrastructure as Code)-based architecture. This approach guarantees the highest level of business continuity: in the event of any unexpected system failure or outage, the entire server environment can be immediately rebuilt and brought back online from scratch using automated scripts, without any human intervention.

Although the system continuously maintains two independent server-side snapshots (daily and weekly) in the interest of traditional operational reliability, true fault tolerance is provided by the encrypted infrastructure and the ability to quickly and cleanly restore the system.

Enhanced Data Protection: User and application data are managed completely separately from the server environment. Data is stored on a highly redundant, distributed AWS S3 cloud-based infrastructure. This technology ensures that

stored information is not tied to a single physical unit, thereby virtually eliminating the risk of data loss and continuously guaranteeing the integrity and availability of the data.

v) Contact information for consumer protection authorities is available at the following link:

<https://fogyasztovedelmireferens.hu/hatosagok-es-bekelteto-testuletek-elarhetosegei/>.

w) The competence of the mediation board shall cover the disputes between consumers and business entities regarding the quality and safety of products and services, the application of product liability regulations, the quality of services, and relating to the conclusion and performance of contracts with a view to reach an out of court settlement. To this end the mediation board attempts to reach an agreement between the parties. Mediation boards may issue binding decisions against businesses even without a declaration of submission if the consumer's claim is well-founded and the amount of damages sought does not exceed 200,000 HUF. The mediation board shall provide advice upon the customer's or the business entity's request in connection with the rights and obligations of the customer. The mediation board is an independent body operating alongside the county (and capital city) chambers of commerce and industry. Name of the mediation board with jurisdiction over the Service Provider's registered office: Budapest Mediation Board, headquarters: 1016 Budapest, Krisztina krt. 99. floor III. 310., postal address: 1253 Budapest, PO Box: 10.

IX. Other provisions

1. Processing of the Users personal data is governed by the Privacy Policy.
2. The Terms of Use are governed by Hungarian law, and the Hungarian courts have exclusive jurisdiction to resolve any legal disputes that may arise.

XII. Annexes

Annex 1.

Sample Withdrawal/Termination Notice

(complete and return this form only if you wish to withdraw from the contract)

Addressee [insert the company's name, mailing address, and email address here]:

I/We, the undersigned, hereby declare that I/we am/are exercising my/our right of withdrawal/cancellation with respect to the contract for the sale of the following item(s) or the provision of the following service:

Date of contract signing/date of receipt:

Name of customer(s),

Address of customer(s),

Signature(s) of the customer(s) (only for printed declarations):

Dated

Information on the implied warranty and product warranty

1. 2. Implied Warranty

In what circumstances can you exercise your right to implied warranty?

In the event of defective performance by the Service Provider, you may assert a claim for warranty against the company in accordance with the provisions of the Civil Code.

What rights do you have under a warranty claim?

You may, at your discretion, file the following claims under the warranty for defects:

You may request a repair or replacement, unless fulfilling the request you have chosen is impossible or would entail disproportionate additional costs for the business compared to fulfilling another request. If you did not request or were unable to request a repair or replacement, you may request a proportional reduction in the price, or you may repair the defect yourself or have it repaired by someone else at the company's expense, or—as a last resort—you may withdraw from the contract. In the case of a contract between a consumer and a business—for the sale of goods classified as movable property, the provision of digital content, or the provision of digital services—you may not, as part of exercising your rights under the warranty of quality, repair the defect yourself at the business's expense, nor may you have it repaired by a third party. You may switch from one warranty option to another, but you are responsible for the cost of the switch, unless it was justified or the business gave you cause to do so.

What is the time limit for filing a claim under the warranty?

You are required to report the defect immediately upon discovering it, but no later than two months after the defect is discovered. At the same time, please note that you can no longer assert your warranty rights after the two-year statute of limitations period has expired from the date of performance of the contract.

Against whom can you assert your claim under the warranty for defects?

You may file a claim under the warranty against the business.

What other conditions apply to exercising your warranty rights?

Within one year of performance, there are no conditions for asserting a warranty claim other than notifying the Service Provider of the defect, provided that you can prove that the product or service was provided by the Service Provider. However, once one year has passed since performance, you are responsible for proving that the defect you identified already existed at the time of performance.

2. 3. Product warranty

Under what circumstances can you exercise your right to product warranty?

In the event of a defect in a movable item (hereinafter referred to as “product” for the purposes of this section), you may, at your discretion, exercise your right as specified in Section 1 or assert a claim under the product warranty in accordance with the provisions of the Civil Code.

What rights do you have under a warranty claim?

Under the product warranty, you may request that the defective product be repaired or replaced.

Against whom can you assert your claim under the warranty for defects?

You may exercise your product warranty rights against the product's manufacturer or distributor (hereinafter collectively referred to as "the manufacturer").

Under what circumstances is a product considered defective?

A product shall be deemed defective if it does not meet the requirements related to conformity in effect at the time of placing on the market, or it does not meet the specifications provided by the manufacturer.

What is the time limit for filing a claim under the warranty?

You may file a warranty claim within two years of the date the product was placed on the market by the manufacturer. Once this deadline has passed you lose this right.

What rule of evidence applies when asserting a claim under a product warranty?

If you file a product warranty claim, you must prove that the product defect existed at the time the manufacturer placed the product on the market.

Under what circumstances is the manufacturer exempt from its product warranty obligations?

The manufacturer is exempt from its product warranty obligations if it can prove that

- the product was not manufactured or placed on the market in the course of its business activities, or
- the defect could not have been detected at the time of placing the product on the market, given the state of science and technology at that time, or
- the defect in the product results from the application of a law or a mandatory regulatory requirement. To be exempt, the manufacturer need only prove one reason.

Please note that you may assert a claim under the seller's warranty against the business and a claim under the manufacturer's warranty against the manufacturer simultaneously and in parallel for the same defect. If your product warranty claim is successfully enforced, any subsequent warranty claims regarding the replaced product or the part of the product that was repaired may only be asserted against the manufacturer.