GENERAL TERMS AND CONDITIONS

1. The present Terms and Conditions (hereinafter referred to as **"GTC"**) govern and set out the terms and conditions of the use the of the services of open access control system for communities based on blockchain available on the website https://guild.xyz/ (hereinafter referred to as the "*Website*", "*Platform*") operated by **Z Gen Kibernetika Korlátolt Felelősségű Társaság** (registered seat: 6720 Szeged, Kelemen László utca 11., registration number: 06-09-025397, tax number: 26787015-2-06, hereinafter referred to as: *„Service Provider"*) as well as the rights and obligations arising between the Service Provider, and the Client (hereinafter referred to as the, "*Client*"). In connection with its services the Service Provider provides that the roles are defined by blockchain assets (tokens, NFTs, POAPs), rewards (e.g. accessing special chat rooms, or GitHub repositories) (hereinafter all services provided through the Platform are collectively referred to as "*Services*")

2. The Platform provides users with access to tokens, POAPs, Smart Contracts published by Service Provider and by third parties. Acceptance of the GTC is a prerequisite for the use of the Services. The GTC is deemed to be accepted and the Client acknowledges that he has read and agreed to these Terms by signing up for an account on the Website, connecting the Client's cryptocurrency wallet (e.g., MetaMask) or otherwise using or accessing the Platform. By using the Service, the Client accepts and acknowledges the present GTC and the Service Provider's Privacy Policy as binding upon him/her. The Services are not available to minors under the age of 18. Minors may only use the Services through their legal representative. If you do not agree to these Terms, you must not access or use the Site.

3. This document is not filed, is concluded in electronic form, is written in English and does not qualify as a written contract.

4. These GTC apply to all Services provided worldwide, including e-commerce services, through the Website. The use of the Services offered by the Platform and the rules for the provision of the Services are governed by Act CVIII of 2001 on certain issues of electronic commerce services and information society services ("*E-Commerce Act*").

5. Hungarian law shall prevail with respect to any matters not regulated in these GTC and the interpretation of these GTC, in particular with respect to the relevant provisions of Act V of 2013 on the Civil Code *("Civil Code")*. The provisions of the applicable laws which are binding on all parties shall apply without any special stipulation.

6. With express mutual declarations made after acceptance of the General Terms and Conditions, an online service contract is concluded between the Client and the Service Provider.

7. The Service Provider shall publish the text of these GTC in force at any time and available for download by the Client on the Website. The Service Provider reserves the right to unilaterally amend these GTC. The amendment shall enter into force 8 days after it is posted on the Website.

8. Given that the contract underlying the provision of the Service is entirely in English and the provision of the Service is entirely in English, the English language shall prevail for the purposes of these GTC.

THE DESCRIPTION OF THE SERVICES IN GENERAL – The Services of Guild

9. Using the Website and participating in the Services related to the creation and management of decentralized autonomous organizations *("Guild")* Service Provider uses smart contracts that necessarily collect information such as the Client's cryptocurrency wallet public address and store that information on a public blockchain, which is not controlled by the Service Provider. In addition, knowing the Client's wallet public address means that the transaction history is visible due to the nature of the technology used. A smart contract is computer code that automatically processes events when certain conditions are met; for example, when a proposal is submitted to a member's Guild, and after that Guild member casts all the necessary votes, the smart contract executes the proposed action if the proposal passes. In these situations, the Client's personal information is stored on the respective blockchain through the execution of the smart contract and cannot necessarily be modified or deleted due to the immutable nature of the blockchain. The Services shall be only used with express acknowledgement of such features of the blockchain and smart contracts.

10. Once the Client's wallet is connected, the Client can join gulids, Guilds due to the Services. The Client will be able to connect several social accounts *("Social accounts")* while joining including but not limited to
    a. Discord
    b. Telegram
    c. GitHub
    d. Google
    e. Twitter

11. Connecting Social accounts is based on OAuth authorization protocol, which means that the Client will have to authorize his/her Social account in a pop-up window to provide the Service Provider the requested data and access. In the authorization pop-up window, the Client will see what data the Service Provider will get and what actions the Service Provider will be able to do.

12. By Connecting the Client's Social accounts, the Client consents to the fact that they will be linked together with his/her wallet public key and as a result of that his/her blockchain transaction history.

13. Tokens that the Client might interact with in connection with the Services are mostly non-fungible Ethereum-based tokens that operate using smart contracts on the Ethereum blockchain ("**Smart Contracts**"). The Ethereum blockchain serves as an immutable ledger for all transactions conducted on the platform. As a result, tokens are not controlled by any single party, including Guild, and are subject to various risks and uncertainties. Guild does

not own or control MetaMask, WalletConnect, the Ethereum network, the Client's browser, or any third-party sites, products, or services (including third-party wallets or marketplaces) that the Client may use to access, visit, or facilitate during the use of the Services. The Guild holds no responsibility for any transaction in connection with the Services.

14. Guild will not be held liable for the actions or omissions of any third parties, nor for any damages the Client may incur as a result of his/her transactions or any other interactions with third parties. The Client understands that his/her Ethereum public address will be visible to the public whenever The Client engages in a transaction.

CONNECTING THE WALLET – *How blockchain transactions work*

15. To access and utilize the Services, including participating in transactions, the Client must link his/her account to a digital wallet supported on MetaMask, WalletConnect, or other compatible wallet extensions or gateways allowed on the Services. These digital wallets enable you to purchase, store, and conduct transactions using the native Ethereum cryptocurrency, ETH.

16. By connecting the cryptocurrency wallet, the Client acknowledges and agrees that he/she is solely responsible for maintaining the security of his/her wallet and all related authentication credentials, including private or public cryptocurrency keys, non-fungible tokens, or cryptocurrencies stored in or accessible through his/her wallet. Any unauthorized access to the Client's cryptocurrency wallet by third parties could lead to the loss or theft of tokens or other assets and/or funds held in his/her wallet, as well as any associated financial information like bank accounts or credit cards. Please note that Guild is not accountable for managing and maintaining the security of the Client's cryptocurrency wallet. In the event of any unauthorized or suspicious activity related to the Services noticed in the cryptocurrency wallet, please inform us immediately.

17. It is crucial to understand and acknowledge that the Smart Contracts deployed via the Platform do not grant Guild custody, possession, or control of any digital asset at any time to facilitate transactions. Guild may facilitate transactions between Clients on the Platform, such as the sale or distribution of Editions, but it is not a party to any agreement between sellers, buyers, authors, creators, or other Clients. Guild cannot make any representation or guarantee regarding any specific outcomes for Clients resulting from creating or posting their creator content on the Platform, making digital assets available for minting or collecting, or engaging in any other transactions or activities on the Platform.

18. To safeguard the integrity of the Platform, the Service Provider reserves the right, at any time and at its sole discretion, to block access to the Platform from specific IP addresses and unique device identifiers. Service Provider may suspend or terminate the Client's access to the Platform at any time in relation to any transaction, as required by other compliance policies and practices. The Service Provider may also impose reasonable limitations and controls on the Client's or any beneficiary's ability to use the Platform.

The Service Provider may suspend or terminate the Client access to and use of the Platform, including suspending access to the Interface, at its sole discretion, at any time and without notice to the Client. The Service Provider shall have no liability in this respect.

19. **Transaction instructions:** Guild will execute Eth Transactions based on the Client's instructions. However, the Client understands and accepts that Guild does not:
    - have any control or liability over the delivery, quality, or any other aspect of goods or services the Client buys or sells to third parties. Guild will not intervene to ensure that any buyer or seller the Client transacts with through your Guild wallet completes the relevant transaction or has the necessary authority to do so.
    - guarantee the identity of any user, receiver, or other party involved in a transaction conducted on the Guild platform. It is the Client's sole responsibility to verify all transaction details before sending instructions to Guild.

DESCRIPTION OF SOME KEY SERVICES (*non-exhaustive list*)

20. Guild Creation

1) By selecting the Create Guild option on the guild.xyz website, the Client can choose the platform of the guild the Client would like to create, such as Discord, Telegram, Google Workspace, GitHub, etc.
2) After selecting a platform (e.g. Discord), the Client can restrict the guild installation to a specific server. Two options are possible: the first one is to have the Discord account already connected to the online platform, the second one requires synchronisation. After the steps required for the former result, the Client selects the preferred server.
3) Once the server is selected, the system will automatically perform a 'data saving' process, which is essential for the smooth operation of the server.
4) Following the steps above will create the desired guild.
5) By browsing the server's details page, the Client can find information about the guild's specifications, such as the identity of the server admin, 'roles', 'rewards'.
6) Under the 'requirements' tab in the 'roles' section, the Client can specify the requirements for joining the guild (e.g. having a certain amount/quality of cryptocurrency).
7) By saving the 'role', any changes or settings you make to the role will take effect immediately (e.g. guild membership requirements).
8) The general settings and specifications of the guild can also be customized, such as the guild URL availability, description, visual appearance (e.g. background color), security settings (e.g. hiding members, hiding the guild from external viewers).
9) Further customisations can be made to the guild created.

21. How to join a guild?

As a first step, clicking on "Our Guild" in the top right corner of the screen, you will see the "Connect to a wallet" option, which allows you to connect (register) with 3 wallet

types: (i) MetaMask, (ii) WalletConnect, (iii) Coinbase Wallet. This is followed by a verification process: after entering the account name, you can click on "Verify account" and then click on "Sign" in the pop-up window.

Guild-linked Social Media Accounts:
Click on the "Join guild to get roles" button to access the social media profiles that can be linked to the Account:

- **Discord**: click on the "Connect" button to connect using the "Authorize" function in the pop-up window, whereby the User agrees to allow Discord to access (i) username, avatar, banner; (ii) the servers the Client is in, (iii) read the Client's member info for servers he/she belongs to.

- **Telegram**: clicking on the "Connect" button and then clicking on the "Log in with Telegram" button in the pop-up window, an authentication process will be performed, during which the Client will be asked to enter his/her phone number. Clicking on "Next" will send a confirmation message to the Client's Telegram account. Here the Client has two options: he/she can click on "Decline" to reject the login attempt and "Confirm" to confirm the login attempt. By clicking on the "Confirm" button in the pop-up window, the Client has the option to grant access to the Guild Bot application by clicking on "Accept", whereby the Client simultaneously accepts that the application has access to the following data: name; username; profile picture.

- **Twitter**: the pop-up window that appears when the Client clicks on the "Connect" button can be connected using the "Authorize app" function, whereby the Client agrees to allow the Service to access the following data: (i) people who follow him/her and people the Client follows, (ii) all the tweets the Client can view, including tweets from protected accounts, (iii) any account the Client can view, including protected accounts.

Connected Accounts can be accessed by clicking on the icon in the top right corner of the screen. Here the Client has the option to disconnect the connected profile at any time by clicking on the "Disconnect" button. However, the Disconnect function does not delete the Client's details from the Service Provider's database (but they are looking to add a delete function at a later stage).

After successful authentication processes, the Client can join the Guilds by clicking on the "Join Guild" button.
In the "Our Guild" menu, under the heading "Roles", the Client will find the privileges that the Client can obtain if he/she meets the conditions. For example, the "Grower" role, which allows the Client to access Google Docs by following the @guilxyz profile on the Twitter account associated with the Service. The Roles to which the Client has been granted access are highlighted under "Home" in the "Our Guild" menu.

22. How to drop a POAP with Guild

1) First of all, it is required to seek up the website of Guild.xyz.

2) On the previous website the Client should click on the button being characterized by three points next to Discord title. After this the Client should choose the „Manage POAPs" option. If the Client had previous POAPs made by him/her, they will appear on this slide. Eventually it is possible to edit the previous POAP or create a brand new one.

3) As the Client clicks on creating a new POAP option, he/she will see the „Create POAP" site, which is similarly structured as the one on the previous website. Here the Client can declare what he/she commemorates (the name of the POAP); the description of the POAP; the Client can also add some visual artworks to his/her POAP. The Client can also add a website and an e-mail address to his/her POAP.

4) An edit code will be automatically be generated, which must be remembered for further changes. It is also possible to optimize the dates of dropping the POAP: the event date is the start of dropping (the appointment when participants can start to join), the expiry date is the end of sending valid links to potential members (if the participants gets a link before the end of the date, the member can use it successfully after the expiry day, too).

5) It is also possible to upload a POAP, which has already been existed.

6) The drop is successfully submitted.

7) The Client has to upload the links of the POAP he/she would like to be distributed in the community.
There are two options considering this step: first of all, the Client should upload a txt file containing the link itself; secondly, the Client can add the link manually filling the blank below.

8) The links have been successfully uploaded.

9) Next you can determine requirements considering the enter to POAPs by using the „Manage POAP" site. These requirements can be based on payment or voice participation. Both of the functions are for to goal to filter potencial members joining the POAP server. You can also determine no requirements considering joining in POAP.

10) Via the payment requirement the Client can monetize his/her POAP. The Client can require an exact price, currency and chain from the potencial members. This way The Client can protect his/her server from bots and farmers. The Client can also describe the address to be paid (the transaction fee is free of service costs).

11) After all, the Client can distribute his/her server by choosing between two options: first of all, the Client can activate your POAP which involves creating the Discord site, which can be found by Discord users later; secondly (according to the more popular way) the Client can directly send a link to potencial members.

12) If the Client chooses version number two, the link can be embed and customized in different ways in a form of button.

13) If a potencial member would like to join the server via the link, the member's Discord account and wallet will be automatically attached to the application.

GENERAL INFORMATION AND FURTHER SERVICES

23. Service Provider does not sell any asset with financial value. Also, it is not possible to make financial investments by using the Services.

24. In the case of minting, the Service Provider is entitled to consideration in crypto.

25. If a transaction is made through the Services the Service Provider is entitled to a base fee consideration even for free tokens.

LIABILITY

26. By accepting these Terms, the Client acknowledges and consents that the Service Provider functions solely as an online platform provider and does not exercise direction or control over any of the Guilds operated through the Platform.

27. If the Client is a member of a Guild managed through the Platform, the Client has the option to opt-in for receiving emails, text messages, or other communications through third-party services available on the Platform regarding proposals or updates related to that Guild. However, by choosing to receive such communications, the Client explicitly acknowledges and agrees that the Service Provider bears no responsibility or liability for any losses incurred, and it will not be held accountable for any failures in such communications.

28. The Client is responsible for any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority, associated with the use of the Services.

29. Please be aware that the Service Provider does not become a party to any relationship between users, including those involved in any Guild on the Platform. Should the Client encounter any dispute with another Client of the Platform, it is the Client's responsibility to address the matter directly with that other Client.

30. The Platform may offer access to third-party websites or resources. Please note that this access is provided solely as a convenience, and we do not take responsibility for the content, products, or services available on or through those resources or the links displayed on such websites. You acknowledge and accept sole responsibility for any risks that may arise from your utilization of any third-party resources.

31. The Service Provider makes no warranty that the Service will meet the Client's requirements or be available on an uninterrupted, secure, or error-free basis. The Client acknowledges that due to the characteristics of the Internet, the continuous operation of the Platform and Services may be interrupted despite the Service Provider's prior knowledge and intent. The Service Provider makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any information or content on the Platform.

32. The Service Provider is entitled to suspend the Service in whole or in part for maintenance of the Service or the related Website or for other security reasons without any prior notice or information.

33. Tokens transacted on the Platform, are intangible digital assets. They derive their existence

solely from the ownership record stored within the relevant blockchain network. The transfer of title for any unique digital asset occurs solely on the distributed ledger within the relevant blockchain network, over which the Service Provider has no control. The Service Provider cannot guarantee that impostors won't be able to carry out the transfer of title or rights to any tokens. It is the Client's full responsibility to verify the identity, legitimacy, and authenticity of assets purchased through the Platform. Despite any indicators or messages that may suggest verification, the Service Provider does not make any claims regarding the identity, legitimacy, or authenticity of assets on the Platform or any supposed subsequent transactions.

34. The Client may use the interface of the Website solely at his/her own risk and accepts that the Service Provider shall not be liable for any damages arising from the use of the Website with particular reference to the liability for intentional or criminal damage or breach of contract causing harm to life, physical health or health or any property damage, or other direct, indirect, special, consequential or punitive damages, losses or expenses suffered or incurred by the Client.

35. The Service Provider shall not be held responsible or liable for any losses, damages, or claims arising from the Client's use of the Services, including, but not limited to, the following: (i) user errors like forgotten passwords, incorrectly constructed transactions, or mistyped wallet addresses; (ii) server failures or data loss; (iii) issues with cryptocurrency wallets or corrupted files; (iv) unauthorized access to the interface; (v) errors in the proposal converter; or (vi) any third-party activities, such as viruses, phishing, brute forcing, or other means of attack against any blockchain network underlying the interface.

36. When processing a Service, Guild may need to share your user information with other contractual third parties, or as mandated by applicable laws or requested by a lawful government authority. By using the Service, you grant Guild full permission and authority to share this information with such contractual third parties or as required by law, and you release Guild from any liability, error, mistake, or negligence related to such sharing.

37. By using the Interface, you confirm that you are aware of the inherent risks associated with cryptographic and blockchain-based systems. You possess a working understanding of digital assets like Ethereum. Moreover, you recognize the highly volatile nature of the markets for these digital assets, influenced by factors such as adoption, speculation, technology, security, and regulation. You understand that the costs and transaction speeds of cryptographic and blockchain-based systems can vary and may change unexpectedly.

38. Furthermore, you acknowledge the potential risk of your digital assets losing some or all of their value during transactions involving the Interface. We want to clarify that we cannot be held responsible for these market variables or risks, nor can we be held liable for any losses you may experience while using the Services. Consequently, you fully comprehend and agree to assume all the risks related to accessing, using, and interacting with the Services.

39. The Client shall ensure that the use of the Website does not directly or indirectly violate the rights of third parties or the law.

40. The Client agrees to indemnify and hold the Service Provider, along with its officers, directors, employees, and agents, harmless from any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including reasonable legal and accounting fees, arising from or related to (i) the use of the Services, (ii) the Client's user content, or (iii) any violation of these Terms.

41. To the fullest extent permitted by law, neither the Service Provider nor its affiliates involved in creating, producing, or delivering the Services and Platform will be liable for any incidental, special, exemplary, or consequential damages. This includes damages for lost profits, lost revenues, lost savings, lost business opportunities, loss of data or goodwill, service interruption, computer damage, or system failure, or the cost of substitute services of any kind. Such liability arises out of or in connection with these Terms or from the use of, or inability to use the Services. This applies whether the claim is based on warranty, contract, tort (including negligence), product liability, or any other legal theory. It is irrespective of whether the Service Provider or its affiliates were informed of the possibility of such damages. Even if a limited remedy set forth herein is found to have failed of its essential purpose, the limitations of liability shall remain.

42. To the maximum extent allowed by the law in the Client's jurisdiction, in no event will the Service Provider's total liability arising out of or in connection with these Terms or from the use of, or inability to use, the Services exceed the amounts you have paid or are payable to the Service Providerfor the use of the Services. If the Client has not had any payment obligations to the Service Provider, the maximum liability will be one hundred euros (€100), as applicable.

43. The exclusions and limitations of damages stated above are fundamental elements of the agreement between the Service Provider and the Client.

GENERAL RULES FOR THE USE OF THE SERVICES

44. The use of any meta tags or other hidden text or metadata that includes Service Provider's trademark, logo, URL, or product name is strictly prohibited without the express written consent of the Service Provider.

45. The Client shall not send unsolicited or unauthorized advertising, promotional materials, emails, junk mail, spam, chain letters, or any other form of solicitation through the Platform.

46. The Client shall not engage in deceptive, unfair, objectionable or manipulative economic activities in any way or using the Platform or Services to conceal economic activity, advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized; further or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, laundering money, or financing terrorism;

47. The Client shall not use the Platform or Services or any part thereof for any commercial

purpose or for the benefit of any third party, or in any manner that is not permitted by these Terms

48. To maintain a respectful environment, the Client shall avoid posting, uploading, publishing, submitting, or transmitting any content that:

   - Promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group.
   - Encourages conduct that would lead to civil liability or violates any applicable law or regulation.
   - Infringes, misappropriates, or violates a third party's intellectual property rights, patent, copyright, trademark, trade secret, moral rights, or rights of publicity or privacy.
   - Promotes illegal or harmful activities or substances.
   - Contains violent or threatening content or encourages violence or actions that are threatening to any person or entity.
   - Contains defamatory, obscene, pornographic, vulgar, or offensive material.
   - Includes fraudulent, false, misleading, or deceptive information.

49. The Client shall not use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or the content posted on the Platform, or to collect information about its Clients for any unauthorized purpose;

50. Accessing or using the Platform to create, list, or purchase assets that are redeemable for financial instruments, assets granting Clients rights to participate in an ICO or any securities offering, or assets providing Creators, Recipients, or users with financial rewards is strictly prohibited. This encompasses activities such as decentralized finance (DeFi) yield bonuses, staking bonuses, and burn discounts. Nevertheless, it's important to clarify that this restriction does not hinder the legal use of any proceeds resulting from your permissible use of the Platform.

51. The Service Provider is under no obligation to constantly monitor access or usage of the Platform and Services, nor to review or edit any content. Nevertheless, the Service Provider retains the right to do so in order to operate the Platform, ensure adherence to these Terms, and comply with applicable laws or legal requirements. The Service Provider reserves the discretion, though not the obligation, to remove or disable access to any content, including user content, at any time and without prior notice if the Service Provider deems it objectionable or in violation of these Terms, based on its sole judgment.

   The Client shall be responsible for maintaining the confidentiality of his/her account login information and shall be fully responsible for all activities that occur under his/her account including all consequences under applicable laws. The Client agrees to immediately notify Guild of any unauthorized use, or suspected unauthorized use of your account or any other breach of security.

WITHDRAWAL INFORMATION

52. If the Service Provider offers a Service in respect of which the Client has the right of

withdrawal provided for in Article 20 of Government Decree 45/2014 (26.II.) (hereinafter referred to as "Consumer Contract Decree"), the Service Provider shall create the conditions for the Client to exercise it properly.

53. Service Provider gives the following information to the Client in accordance with the Government Decree

   - *The Client has 14 days to withdraw from the contract without giving any reason. Likewise, if the contract for the provision of services has started, the Client has the right to terminate the contract without giving any reason within 14 days.*

   - *If the Client wishes to exercise his/her right of withdrawal, the Client must send a clear statement of his/her intention to withdraw (for example, by electronic mail) to the addresses provided by the Service Provider. For this purpose, the Client may also use the model declaration of withdrawal below or submit any other declaration clearly expressing your intention to withdraw, for example in electronic form.*

Sample withdrawal/cancellation notice
(fill in and return only if you wish to withdraw from the contract)

Addressee [insert the name, postal address and e-mail address of the company]:
The undersigned(s) declare(s) that I/we exercise my/our right of withdrawal/cancellation in respect of the contract for the purchase of the following good(s) or the provision of the following service(s):
Date of conclusion/acceptance of the contract:
Name of consumer(s):
Address of consumer(s):
Signature of the consumer(s) (in case of paper declaration only):
Dated

   - *The Client will exercise his/her right of withdrawal in time if the Client sends his/her withdrawal notice before the 14-day deadline. The Client can also exercise his/her right of withdrawal from the day of conclusion of the contract until the day of the start of the service.*

Legal effects of withdrawal:

   - *If the Client withdraws from this contract, Service Provider will refund any consideration paid by you immediately, but no later than 14 days after receipt of the Client's notice of withdrawal. The refund will be made by the same method of payment as the original transaction, unless the Client expressly agrees to a different method of payment.*

54. The Service Provider explicitly draws the Client's attention to the fact that the Client may not exercise his/her right of withdrawal in the cases provided for in Article 29 (1) of the Consumer Contract Decree, in particular:

   - *after the full performance of the service, but where the contract imposes a payment*

obligation on the consumer, this exception may be invoked only if performance has begun with the consumer's express prior consent and the consumer's acknowledgement that he will lose his right of withdrawal once the business has performed the contract in full;

- *in respect of digital content supplied on a non-tangible medium, where the seller has begun performance with the consumer's express prior consent and the consumer has, at the same time as giving that consent, acknowledged that he has lost his right of withdrawal once performance has begun and the undertaking has sent the consumer a confirmation.*

55. In the event that the Service Provider accepts the withdrawal and the original situation has been restored and decides to refund the Client, the Service Provider shall refund the Client the total amount paid by the Client as consideration, including the costs incurred in connection with the performance.

INTELLECTUAL PROPERTY RIGHTS

56. The Client undertakes to respect and not to infringe the intellectual property rights of the Service Provider, including the computer program works of the Service Provider running on the website.

57. Through the Service Provider's Platform, the Client may have the option to store or share various types of content, such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio, and video. All content that you post or make available through the Platform and Services, is collectively referred to as "User Content." It is important to note that the Service Provider does not claim any ownership rights over the Client's User Content, and these Terms do not limit any rights the Client may have to his/her User Content. By making any User Content available through the Platform, the Client grants the Service Provider a non-exclusive, transferable, worldwide, royalty-free license with the right to sublicense. This license allows the Client to use, copy, modify, create derivative works, distribute, publicly display, and publicly perform the Client's User Content in connection with operating and providing the Platform. Certain content accessible through the Platform may be subject to intellectual property rights, and the Service Provider retains all rights to such content.

58. The Client holds sole and full responsibility for all User Content he/she shares. By providing User Content through the Platform, the Client represents and warrants that he/she possess, and will continue to possess, all necessary rights to grant the Service Provider the license rights to use his/her User Content as described in these Terms. Furthermore, the Client affirms that neither his/her User Content nor the act of making it available through the Platform will infringe upon, misappropriate, or violate any third party's intellectual property rights, rights of publicity or privacy, or result in a violation of any applicable law or regulation.

59. The entire content of the Website, in particular the data, information, images, descriptions, texts, graphics and the design, appearance and structure of the Website, the implementation of certain functions, are the exclusive property of the Service Provider or the Service Provider has the right to use them and as such are protected by copyright under under Act LXXVI of 1999 on Copyright (the "Copyright Act"). Their use without the prior written consent of the Service Provider infringes the copyright of the Service Provider and shall entail legal consequences. Links to the Website may be placed on other sites, provided that the link leads to the main page of the Website, but links to internal pages of the Website are only permitted with the prior consent of the Service Provider in the case of links to the content of the entire page. In no case may the link be made in such a way that the Website or any of its internal pages or content is perceived as the content of another website.

60. Under no circumstances shall the use of the Service result in the source code being reverse-engineered, reversed or in any other way infringed by anyone in any way of the Service Provider's intellectual property rights. It is also prohibited to adapt or reverse engineer the content of the Website or any part of it; to use any application that can modify or index the Website or any part of it (e.g. search engine or any other reverse engine).

    We welcome and appreciate any feedback, comments, ideas, proposals, and suggestions for improving the Platform ("Feedback"). If you choose to submit Feedback, you agree that we have the freedom to use it (and allow others to use it) without any restrictions or compensation to you.

INFORMATION PROVIDED UNDER THE LEGISLATION

61. Information provided pursuant to E-Commerce Act, regardless of whether the Service Provider provides its services free of charge: Z Gen Kibernetika Kft. (registered seat: 6720 Szeged, Kelemen László utca 11., registration number: 06-09-025397, tax number: 26787015-2-06, EUID: HUOCCSZ.06-09-025397)
    - Name of the Service Provider: Z Gen Kibernetika Kft.
    - Registered office of the Service Provider: 6720 Szeged, Kelemen László utca 11.
    - Company registration number of the Service Provider: 06-09-025397
    - Tax number of the Service Provider: 26787015-2-06
    - EUID of the Service Provider: HUOCCSZ.06-09-025397
    - Representative of the Service Provider: Zawiasa Brúnó Márton
    - E-mail address of the service provider: raz@zgen.hu
    - Provider's telephone number:
    - The person providing hosting services to the Service Provider and his contact details:

62. The Contract concluded by using the Website is free of charge – with some exceptions – and is concluded by accessing or using the Website in English. The Contract does not constitute a written contract and is not registered by the Service Provider.

63. Information provided pursuant to Consumer Contract Decree is applicable regardless of the fact that all services provided by the Servie Provider are free of charge and without time and space restriction.

64. The Service Provider has taken the necessary security measures in connection with the operation of the Website, which includes the protection of all data content generated in connection with the use of the Website.

COMPLAINT HANDLING

65. The Service Provider's aim is to provide the Service in a satisfactory quality and to the Client's full satisfaction. If the Client, who is a consumer, has a complaint about the Service and its performance, he may communicate his complaint to the contact details provided in clause 63.

66. The Service Provider shall immediately investigate the oral complaint and remedy it as necessary. If the Client does not agree with the handling of the complaint, the Service Provider shall immediately take a record of the complaint and its position on the complaint and provide a copy of the record to the Client by e-mail. If it is not possible to investigate the complaint immediately, the Service Provider shall take a record of the complaint and provide a copy of the record to the Client by e-mail.

67. The Service Provider shall reply to the written complaint in writing by e-mail within 30 days, giving reasons for its rejection of the complaint. The Service Provider shall keep a copy of the reply for 3 years and shall present it to the supervisory authorities upon request.

68. If the Client does not agree with the outcome of the complaint handling, Service Provider provides the following information to Clients who are consumers under the applicable legislation:

    a) *In such a case, you may contact the Consumer Protection Department of the competent Government Office or one of the conciliation bodies attached to the Chamber of Commerce and Industry. In cases of administrative authority for consumer protection, the district office or the district office of the county seat shall act in accordance with Government Decree 387/2016 (XII. 2.) on the designation of a consumer protection authority. The contact details of the district offices can be found at http://www.kormanyhivatal.hu while the information on the conciliation bodies can be found by clicking on the "Bodies" (Testületek) menu (https://bekeltetes.hu/udvozlo)*

    b) *Conciliation bodies can help to resolve consumer disputes out of court in a much faster and more cost-effective way. Their aim is to reach an agreement between the parties. However, their decisions are not binding in the absence of a declaration of acceptance. On request, the conciliation body can advise on the rights and obligations of consumers.*

    c) *In case of a consumer complaint, you can also use the EU online dispute resolution platform, which requires a simple registration on the European Commission's website. The*

online   platform   is   available   at
https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=HU

d) *The Service Provider has a duty to cooperate in conciliation board proceedings by sending a letter of reply to the conciliation board and, if it is established in the county, by ensuring the participation of a person authorised to negotiate a settlement at the hearing.*

e) *As a last resort, the consumer can also take the matter to the competent court, where he or she can even lodge a complaint on a complaint day. Documentary evidence is still essential.*

Final Provisions

69. The contract concluded under these GTC between the Service Provider and the Client establishes a contractual relationship solely for the Services, does not create an employment relationship between them and cannot be construed as an employment contract by either party.

70. The Parties shall accept statements sent by SMS or e-mail as written.

71. The parties agree that, taking into account the above, they shall communicate with each other primarily by electronic means, by sending an e-mail to the e-mail address uploaded by the Client at the time of purchase and by sending an e-mail to the e-mail address of the Service Provider The parties undertake to maintain the e-mail addresses mentioned above for the duration of the present contract and to monitor the messages received. Any statement sent electronically to the other Party to the designated e-mail address shall be deemed to have been communicated on the business day following the day on which it was sent, regardless of when it became available to the Party to which it was sent.

72. The Parties stipulate that a declaration sent by registered mail to the registered office or residence of the Party to whom the offer is addressed shall be deemed to have been communicated on the 5th (fifth) working day following the date indicated on the offer coupon as the date of dispatch.

73. The Parties shall notify the other Party of any changes in their data registered in the Commercial Register, in particular in their address, registered office, representatives, bank account number or personal data within 3 (three) days of the change.

74. The Customer declares that the conclusion of the contract and the statements made by the Customer were not made in error or on the basis of false assumptions, and that the statements contained therein reflect a genuine and actual decision of the Customer's will.

75. If any provision or part of a provision of the GTC is invalid or unenforceable, this shall not affect the validity of the remaining provisions of the GTC. The parties hereby undertake to replace in such case the invalid or unenforceable provision by a valid or enforceable provision which is as consistent as possible with the spirit and purpose of the provision to

be replaced.

76. These Terms and Conditions constitute a single statement of intent for the transactional purpose described above, and therefore its division into sections and subheadings is for convenience of reading and reference only, but shall in no way affect its content, interpretation, application or the intended transactional purpose of either Party in this Agreement, and therefore shall not be construed or relied upon to have such effect or purpose.

77. Statements, authorisations, objections and agreements made orally or in writing or in any other form in the course of pre-contractual consultations and negotiations on the subject matter of the GTC shall not be binding on the Parties.

78. The Parties declare that they will not conceal from each other any fact or circumstance relevant to the contract when concluding the contract for the use of the Services.

79. The Service Provider shall not be liable for any damage caused by the use of the Website. The User shall be responsible for the protection of the device used for Internet communication and the data contained thereon. The Service Provider shall not be liable for any errors or mistakes on the Website.

80. The Service Provider conducts its data processing in a GDPR-compliant manner, further details of which can be found in the published privacy notice.

81. The Service Provider reserves all rights to distribute and copy any part of its Website by any means. Without the prior written consent of the Service Provider, any use based on the Copyright Act of the whole or parts of the Websites (reproduction, distribution, adaptation, etc.)

82. Any unauthorised use will lead to civil and criminal penalties and liability for damages. By using the Website, the Customer acknowledges that the Service Provider shall be entitled to a penalty in the event of any unauthorised use of its content. The amount of the penalty is HUF 30.000 per image and HUF 2.000 per word. The Client acknowledges that this penalty is not excessive and browses the Site with this in mind.

83. If the Service Provider does not exercise its rights under these GTC, the failure to exercise such rights shall not be deemed a waiver of such rights. A waiver of any right hereunder shall be valid only upon the express written declaration to that effect. The occasional failure of the Service Provider to strictly adhere to any term or condition of the GTC shall not constitute a waiver of its subsequent strict adherence to such term or condition.

84. These GTC and the contract of sale shall be governed by Hungarian law. The Parties shall attempt to resolve any disputes relating to these GTC and the contract of sale by amicable means. The Parties expressly stipulate the jurisdiction of the Hungarian court and, depending on its jurisdiction, the exclusive jurisdiction of the Szeged District Court in the settlement of any disputes that cannot be settled amicably.

85. The current version of the GTC shall be published by the Service Provider on the Website; in the event of a dispute between the parties regarding the current version of the GTC, the latest version published on the Website shall prevail.

    With regard to issues not regulated in these GTC, the Service Provider shall be governed by the Hungarian laws and regulations in force at the time and applicable to its business activities constituting the Service, in particular the provisions of the Civil Code, without any special stipulation.

86. Please only use the Services if you agree to the above.

87. These General Terms and Conditions are effective from 2023.10.01.
88.
89. To download and view these Terms and Conditions in a printer-friendly format, please click here.

Szeged, 2023.10.01.