

# General Conditions of Use - Hungary

**FISHINDA General Conditions of Use ->**

**FISHINDA MOBILE APPLICATION – Amendment to General Conditions of Service->**

## FISHINDA General Conditions of Use

### Special provisions applicable to Fishinda Marketplace

Fishinda operates the site of Marketplace as an intermediary service provider, on which it displays, in addition to Fishinda, the products and services of the ventures operating on the fishinda.com website (hereinafter: the Website) as distributors. In terms of such products and services, the contract is concluded between the Fishinda Marketplace Partner and the Customer. Consumer rights related to purchasing may be enforced directly at the partners of Fishinda Marketplace. Fishinda may not be held liable for any calls or offers made on the fishinda.com website originating from third parties other than Fishinda or any contracts concluded based on the foregoing or the failure or termination of any such contracts. In particular, Fishinda may not be held liable for the quality, safety and regulatory compliance of the Marketplace products, and does not assume an obligation to inspect such products. Fishinda does not act as an intermediary and does not intervene in any consumer disputes, legal disputes and transactions arising or carried out between the Customer and the Marketplace Partner.

### General Conditions of Use

These General Conditions of Use (hereinafter: **General Conditions of Use, GCU** or the **Document**) set out the terms under which the user (hereinafter: the **Client** or the **User** or the **Customer**) of the services provided by FISHINDA KFT. (Registered Office: H-8096 Sukoró, Páfrány köz 11.; Company Registration No.: 07-09-027623; Court of Registration: Company Court of the Székesfehérvár Regional Court; Tax Registration No.: 25850895-2-07; E-mail address: info@fishinda.com; hosting service provider: Tárhely.Eu Szolgáltató Kft.; hereinafter: the **Operator** or **Fishinda** or the **Service Provider**) at the www.fishinda.com website operated by Fishinda (hereinafter: the **Services**) may use the Services. The Service Provider and the Client shall hereinafter collectively be referred to as the Parties.

Fishinda Kft., as the operator of the fishinda.com online commercial portal and the Fishinda Application reserves its right to unilaterally modify these General Conditions of Use. Fishinda shall inform the User about any and all modifications via a brief notice, which may be displayed on the interface of fishinda.com dedicated for such purpose, in the newsletter sent by Fishinda or in a notification sent to all Users to their e-mail addresses provided in their User Accounts. In such cases, the modified version of the General Conditions of Use will be displayed on the website. Users should check the content of the General Conditions of Use from time to time on the Website. The User/Customer is entitled to object to the General Conditions of Use as soon as it has been published on the Website.

#### 1. The following terms and expressions shall have the following meanings in the GCU:

**FISHINDA** shall mean the Hungarian business association FISHINDA KFT. (Registered Office: H-8096 Sukoró Páfrány köz 11.; Company Registration No.: 07-09-027623; Tax Registration No.: 25850895-2-07)

Fishinda Gift Card/ Fishinda voucher / Fishinda voucher card: the commercial name of any and all retail vouchers manifesting discounts made available or sold by Fishinda either in hard copy or as electronic retail voucher(s) in a manner that such vouchers can be purchased on the Fishinda interface or can be obtained in the course of the marketing campaigns pursued by Fishinda and that provide discount for purchasing the products available on the aforementioned interface;

**FISHINDA Marketplace:** the interface on fishinda.com displaying the products and services of Fishinda and other ventures present at fishinda.com as distributors;

**FISHINDA Application or Application:** The Fishinda mobile application serves the purpose of obtaining, monitoring and sharing information related to recreational fishing. The application may be used on IOS and Android platforms and can be freely downloaded from the respective application stores.

**Fishinda Marketplace Partner or Seller:** Fishinda or any other venture displayed on the Fishinda Marketplace as a distributor that offers products and/or services for sale on the fishinda.com website;

**User:** any natural persons above the age of 16 or any legal persons accessing the content of fishinda.com and the Fishinda Application;

**Client:** the User having a registered user account at the fishinda.com website or the Fishinda Application (hereinafter: User Account) that is thus accepting the General Conditions of Use of fishinda.com. In the case of natural person users, only persons above the age of 16 may register on the website/application. Where the User is a person under the age of 18, such User shall represent upon the acceptance of these rules that his/her statutory representative has read the Conditions and accepted its content.

**Customer:** the Client who placed an order on the Fishinda.com website through the User Account. In the case of natural person users, only persons above the age of 16 may place orders on the website/application. Where the User is a person under the age of 18, such User shall represent upon the acceptance of these rules that his/her statutory representative has read the Conditions and accepted its content.

**User's Account:** Clients may create their own account on the fishinda.com website or in the Fishinda mobile application via registration, by providing their e-mail address and a password. If the User places an order without using his/her User Account on the fishinda.com website, he/she can create a User's Account using the data provided in the course of placing the order.

The User Account on the fishinda.com website contains the data and information provided by the User in the course of registration and placing his/her order(s), the order number related to the order and the content of the order, organised into menu items.

The User shall provide true data in the course of registration and placing the order. The User shall be liable for the trueness, completeness and timeliness of the data provided by the same. If Fishinda learns that the data provided by the User/Client (also) includes untrue elements, Fishinda shall be entitled to restrict the Client's access to his/her own User Account and may also prohibit the Client from using the fishinda.com website and the Fishinda application. Fishinda shall be entitled to restrict the Client's access to his/her own User Account and may also prohibit the Client from using the fishinda.com website and the Fishinda application if the Client uses the fishinda.com platform, the Fishinda application and its services in an abusive manner. Abusive use of the platform includes, amongst others, the circumstance if the Client places orders regarding several products, but does not accept them upon their delivery or does not collect them after the products have been placed at the collection point intentionally, on account of his/her own fault.

The User/Client is entitled to delete his/her User Account. In such case, we will only store purchasing information, if any, in compliance with our statutory obligations. After the Account has been deleted, the Content that has been available to the User/Client up until that time will be unavailable. Unconfirmed accounts and accounts that have been inactive for a long time may also be deleted.

**Favourites:** the Client can compose unique product lists of the Products and Services at fishinda.com and in the Fishinda Application under the Favourites menu item, which he/she wishes to follow for the purpose of a potential future purchase through the product and services monitoring services provided by the Seller (Commercial Notifications).

**List:** the product list composed under the Favourites menu item, in which the Client can monitor the products and services, may move them to the Cart later and may order or delete them.

**Cart:** The part of the User Account of the Customer/User where the Customer/User can place the products and services he/she wishes to purchase upon placing them or at a future date.

If the Customer/User does not wish to order the products and services added to the Cart upon adding them, he/she can monitor them with the help of the Commercial Notifications received from the Seller.

**Website:** the online commercial store on the [www.fishinda.com](http://www.fishinda.com) website and its subpages.

**Products and Services:** any and all products and/or services offered for sale by any parties displayed on the Website, Fishinda or the Fishinda Marketplace Partner in which regard the Client may place orders on the Website.

**Contract:** the contract concluded between the Seller and the Customer in the subject of selling/purchasing the products and services displayed on the Website pursuant to the terms and conditions of the GCU, without the

concurrent physical presence of the Seller and the Customer. Language of concluding the contract: Hungarian. The contract may not be construed as a written contract.

**Content:**

- Any and all data and/or information (including images, figures, logos, graphical elements, videos, files, texts and designs) that can be seen and is available on the Website and in the Application;
- Any and all data and/or information contained in e-mails and/or other messages sent by Fishinda and/or the Seller to the Customer via electronic communication channels;
- The data, information and prices pertaining to the third party in partnership with Fishinda and/or the Seller as well as the services provided by the same (including in particular, but not limited to: courierservice);

**Newsletter:** a commercial message or communication sent by Fishinda periodically via electronic means (e-mail, text message) to the Users subscribed to the newsletter service, providing information about the changes/innovations concerning the fishinda.com website and the Fishinda Application, the Products displayed on the fishinda.com website and the promotions and discounts organised/offered by the Seller and/or Fishinda in the particular period.

**Order:** the Customer makes a purchase offer to the Seller with Fishinda being the intermediary in terms of one or more Products displayed on the Website, which is then either accepted or rejected by Fishinda and/or the Seller with a confirmation sent via e-mail. The Customer may modify the Contract until the performance of the Order and may also delete it in its User Account.

**Cart Value:** the total amount of the purchase price of Products wished to be ordered by the Customer from the Sellers in the Order less the value of the discount voucher and/or retail voucher used by the Customer, that is the final amount payable by the Customer to the Seller after the Order has been placed.

**Review:** The opinion written by the Client about any of the Products or Services, displayed on the product sheet;

**Rating:** A form of evaluation expressing the extent of satisfaction of Customers with Products or Services, to be displayed on the product sheet in the form of stars;

**Comment:** an opinion or remark displayed on the product sheet, related to a Review or another comment.

**Commercial Notification:** any and all notifications sent via electronic communication channels (e.g. email, text message, mobile notification, web notification etc.) containing general and thematic information about products that are either similar to or complementing previously purchased products; about other offers and promotions; and about the results of market researches and opinion polls.

It provides information about the Products and Services placed by the Customer in the “*User Account/Cart*” or the “*User Account/Favourites*” sections.

## 2. THE ORDER

### 2.1 User Account

2.1.1 To place Orders on the Website, the User/Client may create their own account on the Website by providing their e-mail address and a password. The account may also be created via the Fishinda Application.

2.1.2 If the User places an Order without using his/her User Account on the fishinda.com website, he/she can create a User Account using the data provided in the course of placing the order.

### 2.2 PLACING THE ORDER

2.2.1 The Client/Customer may place an Order on the fishinda.com website via electronic means in a manner that he/she adds the selected Product(s) to the Cart, provides the shipping and billing data necessary for fulfilling the Order at the same time, and selects the preferred payment and collection method. Adding the Product(s) to the Cart does not mean that the Order has been finalised.

2.2.2 After accepting the GCU, the Client may finalise the Order by clicking on the Order button (offer).

2.2.3 By finalising the Order, the Client/Customer represents that the data provided by the same necessary for purchasing are true and correct and that the Client/Customer consents that the Seller use and process the data for the purpose of performing the Order, and, in particular, that the Seller contact the Client/Customer at any of the contact details provided by the same (e-mail or telephone number). Upon finalising the Order, the Client agrees to pay the consideration of the Order via the payment method selected by the same. In the event the Client fails to do so, the Seller may refuse to perform the Order.

### **2.3 Confirmation of Order, conclusion of contract**

2.3.1 The Seller and/or Fishinda will confirm the finalised Order via e-mail. The confirmation will either contain the acceptance of the offer of the Client or the rejection of the same.

If this confirmation is not received by the Customer within a reasonable deadline from the date the order has been placed depending on the nature of the services, but at latest within 72 hours, the Customer will be no longer bound by the offer or the contractual obligation.

The order and the confirmation of the order shall be deemed to have been received by the Seller and the Customer, respectively, when it has been made available to them.

The automatic system message sent to the Customer via e-mail after placing the order about the acceptance/recording of the Order is for informative purposes only, and shall not be construed as the confirmation of the Order by the Seller.

The Contract between the Seller and the Customer is concluded when the Customer receives the confirmation on the acceptance of the Order from the Seller via e-mail, which notification also contains the number and content of the Order.

2.3.2 In the case of online payments (online debit card payment or bank transfer), the Seller shall not be held liable for any extra costs incurring at the Customer resulting from the payment method selected by the Customer or the card issuing bank of the Customer (in particular, but not limited to: currency exchange rates, other costs). The Customer shall be liable for any consequences arising from selecting the preferred payment method.

2.3.3 The Seller reserves the right to reject the Order placed by the Customer without explanation. The Seller shall also be entitled to confirm a quantity from the ordered Products included in the Order that is less than the quantity ordered originally depending on its stock. In such case, the Seller will inform the Customer accordingly. In such event, the Seller will refund any amounts already paid by the Customer but not confirmed by the Seller to the Customer.

2.3.4 Fishinda agrees to refund the purchase price in the following manners:

- If the Customer paid the Order via online debit card payment, refunds will be made in the same manner, to the financial institution issuing the debit card, at the request of the Seller (submitted to the partner providing online payment services). Where this is not possible, refunds will be made to the bank account provided by the Customer, in the form of bank transfer;
- If the Customer paid the Order via bank transfer, refunds will be made to the bank account provided by the Customer, in the form of bank transfer;
- If the Customer paid the Order via cash on delivery and does not consent to refunding the amount via bank transfer to the bank account number provided by the Customer, the purchase price will be refunded via the post office.

2.3.5 The Seller may retain the refunding of the purchase price until the ordered Product is returned to the same. The Customer shall ensure that the Product is shipped back to the Seller without undue delay (but at latest within 14 days from the notification).

2.3.6 If the Seller cannot fulfil the delivery of the Product(s) ordered by the Customer, the Seller shall inform the Customer of such circumstance, and shall refund the sum of the Order within 14 days to the Customer provided that it has been paid already by the Customer and provided that the Customer also expressed his/her wish and accepted the rescission of the contract. The Parties may also agree on rescheduling and/or modifying the performance of the Order.

2.3.7 The Seller may delete the Order of the Customer in the following cases, upon giving simultaneous notice to the Customer, without any legal consequences:

– if the Customer selected online payment method, and the financial institution issuing the card does not allow the transaction;

- if the Customer selected online payment method, and the partner providing online payment services cannot validate the transaction;
- if the data provided by the Customer are not true, correct and complete or do not allow the performance of the Order.

2.3.8 The order shall constitute a contract concluded via electronic means subject to Hungarian law, the provisions of Act V of 2013 on the Civil Code as well as the provisions of Act CVIII of 2001 on Certain Issues of Electronic Commerce Activities and Information Society Services.

### **3. SHIPPING**

3.1 The Seller agrees to deliver the Product ordered by the Customer to the shipping address provided by the Customer in the course of placing the Order, through its contracted partners carrying out delivery.

When using the Website, the Customer may set the Country to which he/she wishes to have his/her Orders delivered. This setting can be modified at any time at the Profile page. The Website will then display the products available to the particular Customer in the selected Country . Upon placing the Order, the Customer shall specify an address located within the territory of the Country selected.

3.2 The Seller shall ensure that the Products ordered be packaged properly and that the accompanying documents be sent.

3.3 The Seller will provide prior information to the Customer as regards the costs of shipping in the course of placing the Order and on the dedicated interfaces of the Website. The Seller shall inform the Customer of the expected date of delivering the Product prior to delivery, however, any and all notifications and notices related to the delivery of the Products, with special regard to the expected date of delivery, are for informative purposes only, and will not be incorporated into the contract. Accordingly, neither the Seller nor the Customer may bring claims for damages against the other Party in the event the Products are not shipped in accordance with the statements and information made in relation to shipping.

3.4 The Customer shall accept the Products in terms of quality and quantity upon the delivery of the same in the presence of the courier. In the framework of the quantity and quality acceptance, the Customer shall check the Products for any noticeable defects simultaneously to opening the package in the presence of the courier. Where the Customer detects upon opening the package that the Product is damaged or has an aesthetic or other defect, it shall refuse to accept the Product or the Products and shall have the Products returned through the courier by also filling out the form dedicated for this purpose.

### **4. TRANSFER OF OWNERSHIP OF THE PRODUCTS**

4.1 The ownership rights of the Products will be transferred to the Customer when the Customer has paid the purchase price of the Products in full.

### **5. BILLING**

5.1 The prices of the Products displayed on the Website shall at all times be in HUF and are inclusive of VAT. In the case of products subject to environmental protection product fee, the price of Products also includes the environmental protection product fee.

5.2 The Customer may pay the price of the Orders through the following payment methods: debit card or online payment, cash or debit card payment on delivery and by using a Fishinda Gift Card. In unique cases, it may also be possible to pay the price via bank transfer by contacting the Seller directly. The Seller of the particular Product is entitled to approve and determine the conditions of the same.

5.3 The Customer will receive the invoice issued by the Seller in relation to the purchase of the Customer in compliance with effective laws, also including shipping costs, on which the purchase price and the payment method will be indicated for all Orders placed and recorded. It is the responsibility of the Customer to record all data pertaining to him/her necessary for the invoice in a correct manner. The Seller will not be obliged to issue a new invoice in the case of failure to fulfil this obligation or if defective or incomplete data is recorded.

5.4 Fishinda will not store the debit card data of the Client/Customer, they will not be available to Fishinda and will not be forwarded to any persons. This payment method is operated and ensured by MANGOPAY S.A.

(Registered Office: 2 Avenue Amélie, L-1125 Luxemburg). The Client/Customer will be properly informed about all this prior to selecting and activating the payment method and will be required to consent to the processing of their data by MANGOPAY S.A.

5.5 The Customer shall be responsible for logging in to their User Account, making such login automatic, where applicable, for determining the password necessary for login, and for forwarding or making available such password to third parties. The Client shall be held liable for any and all damages arising therefrom. The owner of the User Account shall be held liable for the order placed from the User Account and any and all activities on the client end related to the same. Fishinda may not be held liable in this regard.

## 6. CANCELLATION, PRODUCTS/SERVICES NOT SUBJECT TO THE RIGHT OF CANCELLATION

6.1 Pursuant to the provisions of *Government Decree No. 45/2014. (II. 26.) on the detailed rules of contracts concluded between consumers and businesses* (hereinafter: the Government Decree), the Customer qualifying as a consumer shall have the right to cancel the contract within 14 days.

6.1.1 Pursuant to the Government Decree, the Customer (if it qualifies as a consumer) shall be entitled to the right of cancellation (the right to return the product). The Customer may exercise such rights at all times without the need to provide explanation, with certain exceptions.

6.1.2 The Customer qualifying as consumer shall be entitled to the right of cancellation against the Seller, i.e. the entity from which it purchased the Products. If the seller is a Marketplace Partner of Fishinda, the Customer qualifying as consumer shall exercise such right against the Fishinda Marketplace Partner.

6.1.3 The conditions and detailed rules of exercising the right of cancellation are available at: [https://www.fishinda.com/segitseg/visszakuldes\\_elallas](https://www.fishinda.com/segitseg/visszakuldes_elallas)

6.2 The right of cancellation and the right to return products may not be exercised in the following cases:

1. in the case of a contract for the provision of Services, after the entirety of the Services have been fulfilled, if the Seller commenced the performance of the Services upon the express prior written consent of the Customer, and the Customer acknowledged that he/she will forfeit the right of cancellation after the entirety of the Services has been fulfilled;
2. in terms of Products/Services, the price or fee of which depends on the fluctuation of the money market beyond the control of the Seller;
3. in the case of Products that are not pre-manufactured, that are produced based on the instruction or express request of the Customer, or in the case of a Product customised unambiguously to the person of the Customer;
4. in the case of perishable Products or Products with short shelf-life;
5. in terms of Products with sealed packaging that cannot be returned after having been opened due to health or hygienic reasons;
6. in the case of Products inevitably mixing with other Products after delivery;
7. in terms of the sale and purchase of audio and video recordings and computer software versions with sealed packaging if the Customer has opened the packaging after delivery;
8. in the case of newspapers, magazines and periodicals, except for subscription papers;
9. in terms of digital data content provided via means other than physical data carrier, if the Seller commenced performance of the Services with the express prior consent of the Customer, and provided that the Customer, simultaneously to giving consent, also made a statement confirming that it acknowledges that it will forfeit the right of cancellation as of the commencement of the performance.

6.3 Fishinda reserves the right to reject the acceptance of product(s) returned by the user in terms of one or several products amongst products returned in significant quantities and/or more than once or on a regular basis. In such cases, Fishinda may initiate an inspection, and, where it deems necessary, it will forward the case to competent authorities.

## 7. GUARANTEE

7.1 Any and all products sold by Fishinda shall have the guarantees set out in effective laws and the commercial practice of manufacturers. Fishinda distributes new Products (except for repackaged Products), in original packaging, originating from controlled sources, with a manufacturing license.

7.2 In the case of Products sold by Fishinda, the Customer will receive a separate certificate of guarantee for all Products subject to guarantee upon delivery. The guarantee of Products purchased from the Fishinda Marketplace Partners will be provided by the licensed servicing company or Seller indicated on the certificate of guarantee of the Product.

7.3 The Customer may report any missing certificates of guarantee at the [www.fishinda.com/kapcsolat](http://www.fishinda.com/kapcsolat) website.

7.4 Defects occurring after the Product has been delivered to the Customer will not be subject to guarantee, including, for example, if the defect:

1. was caused by improper commissioning (except where commissioning was carried out by the Service Provider or the agent thereof, and if the improper commissioning of the Product is a result of the defect of the operating manual)
2. was caused by use other than in accordance with intended function or disregarding the provisions of the operating manual
3. was caused by improper storage, handling, damage
4. was caused by natural disaster.

## 8. WARRANTY FOR DEFECTS

8.1 The Customer shall be entitled to enforce claims for warranty for defects against Fishinda in the case of the faulty performance of Fishinda. In the case of a consumer contract, the Customer may enforce his/her warranty claims within a 2-year time limit calculated from the date of delivery for product defects already existing upon the delivery of the Product. In excess of the two-year time limit, the Customer may no longer enforce his/her claims in terms of warranty for defects.

8.2 In the case of contracts concluded with entities other than consumers, the obligee may enforce his/her warranty claims within a 1-year time limit calculated from the date of delivery.

8.3 The Customer may, at its sole discretion, demand repair or replacement, except where the demand selected by the Customer is impossible or would pose gross additional costs to Fishinda compared to the performance of other demands. If the Customer did not and could not request repair or replacement, the Customer may request the pro-rata reduction of the purchase price or may repair the defect or have the same repaired by third parties at the costs of Fishinda, and, as a last resort, may also cancel the Contract. The contract may not be cancelled for an insignificant defect.

8.4 The Customer may switch to another right for warranty for defects from the one he/she has selected previously. The costs of switching shall be borne by the Customer, unless Fishinda gave a reason for the same or switching was otherwise justified.

8.5 After detecting the defect, the Customer shall inform Fishinda of the same immediately. The defect reported to Fishinda within two months from detecting the same shall be deemed to have been reported immediately.

## 9. LIABILITY

9.1 The Seller may not be held liable for any damages arising for the Customer or any third parties from the performance of the contractual obligations of the Seller. The Seller may not be held liable for any damages arising from the use of the Products. The Seller shall not be held liable for any damages arising in the Products after delivery to the courier service - any and all issues arising from shipping shall fall within the scope of liabilities of the courier service.

9.2 We will display the descriptions containing the important properties of the product and the instructions for use on the product sheet of the selected product on the condition that the Customer may learn about the actual properties of the selected product in detail from the instructions for use attached to the product.

## 10. SPECIAL PROVISIONS PERTAINING TO ONLINE SALES

10.1 Any Users/Clients may login to the Website. The use of the Application is subject to registration. Fishinda reserves the right to restrict the Client's/Customer's rights and access to use the Application and place the Order and/or to select and then to apply either payment method, where the particular Client/Customer endangers the

smooth operation of the Website or the Application with an activity carried out on the Website or the Application and/or may cause damage to Fishinda with his/her activities. In such case, the Client/Customer may contact the Fishinda Customer Service, where he/she will be informed about the reasons of restriction(s).

10.2 The Client may contact the distributor of the Product at the contact details displayed in the “Contact” menu item on the product sheet. The distributor of the Product shall not be held liable for the trueness and correctness of the information provided by the same for the purpose of contact.

10.3 Where, according to the assessment of Fishinda, visitors arrive to the Website from a specific internet network in an amount higher than the average, Fishinda reserves the right to introduce the use of “captcha” type codes for the Users/Clients/Customers visiting the Website in order to protect the content and information stored by the Website.

10.4 The Content displayed on the Website and the Application, and, in particular, the information used to describe the Products, shall not constitute binding obligations for the Seller, they only serve the purpose of introduction, and the images displayed on the Website and the Application are illustrations only. Any Content obtained by the Client or the Customer via any communication channels (electronic, telephone, etc.) or via login/visiting and/or browsing by the Client/Customer does not give rise to the validity of the offer or contractual obligations for Fishinda, and/or, where applicable, the contractual obligations or validity of offer of the employee/agent of Fishinda sending the Content in terms of such Content.

10.5 The Seller may assign a third party to performing the services related to the fulfilment of the Order by giving prior and/or simultaneous notice to the Customer. This shall not be subject to the consent of the Customer. The Seller, however, shall remain directly liable for performing its obligations arising from the Contract concluded with the Customer.

## **11. INTELLECTUAL PROPERTY**

11.1 Content, as defined in this GCU, includes, in particular, but is not limited to the logos, graphical elements, commercial trademarks, images, videos, animations, multimedia texts and/or any other content displayed on the Website and the Application. All of the foregoing shall form the property of Fishinda and Fishinda reserves all rights related thereto.

11.2 The User/Client/Customer may download, copy and use the Content or a part thereof for their personal use only, in accordance with the provisions of the GCU. In addition to personal use, the User/Client/Customer may not be entitled to copy, distribute, communicate the Content, may not send it to a third party, may not modify and/or change it in any other manner, and may not use it and place it into any context other than its original without the express written consent of Fishinda.

11.3 Any and all Content to which the User/Client/Customer has access to or to which it will obtain access on any of its devices shall be subject to the GCU.

11.4 If Fishinda grants a right to use to a Client/Customer in terms of the Content or a particular part thereof based on the separate agreement concluded by the Parties with the content specified therein and the Client/Customer has access to such Content or obtains access to such Content based on the separate agreement, this right to use may only include the Content or contents defined in the agreement, and shall only be valid for the period during which they are available on the Website or during the period defined in the agreement, in accordance with the conditions stipulated in the agreement.

## **12. CONFIDENTIALITY**

12.1 The Seller shall keep all information provided by the Customer/Client to the Seller of any kind in confidence, and will only disclose the same to third parties in accordance with the terms and conditions set out in the GCU and the Privacy Policy.

12.2 The Customer/Client may not give any public statements to any third parties in terms of the Order/Contract without the prior written consent of the Seller.

12.3 By providing information and data on the Website, the Client/Customer grants unlimited and irrevocable access to the Seller to such information, as well as the right to use, copy, modify, forward and distribute such data



and information. At the same time, the Client/Customer agrees that the Seller may use the ideas, concepts, know-how or techniques introduced by the same on the Website freely.

### 13. COMMERCIAL NOTIFICATIONS

13.1 The User/Client/Customer may unsubscribe from the Commercial Notifications of Fishinda at any time in the following manners:

- under the menu item “Managing consents” in the User Account;
- by clicking on the unsubscribe link in the Commercial Notification;
- or by contacting the Seller

13.2 The Customer/User/Client may place Products or Services to the following parts of the User Account:

“Cart”, the Seller may inform the Customer/User about the followings via a Commercial Notification:

- About the price changes of Products and Services added to the “Cart”;
- offers pertaining to Products and Services similar to those added to the Cart;
- The existence of the Products and Services in the “Cart”.

“Favourites”, the Seller will inform the Customer/User about the followings in the Commercial Notification:

- About the price changes of Products and Services added to the “Favourites” section
- Offers pertaining to Products and Services similar to those added to the “Favourites” section

13.3 In the case of purchasing Products and Services, Fishinda may send Commercial Notification to the Customer/User about the followings:

- Useful offers related to the Products and Services purchased and complementing the same.

The Customer/User may unsubscribe from the Commercial Notifications mentioned in Section 12 at any time, by clicking on the URL displayed in the Commercial Notification received from Fishinda or by contacting Fishinda directly for this purpose.

We will also use the data of the Client/Customer in marketing surveys and opinion polls. The Seller will not use the data collected through market analysis and opinion polling for advertisement purposes. Detailed information (in particular about the assessment of the opinion polls) may be found in the relevant survey and the place of disclosure. The answers recorded in the poll will not be sent to third parties and will not be disclosed. The Customer/User may object to the processing of data processed for marketing and market analysis purposes without any costs incurring to the same by clicking on the unsubscribe URL or by contacting Fishinda.

13.4 Unsubscribing from Commercial Notifications may not be construed as the rejection of the General Conditions of Use.

### 14. WRITING REVIEWS, COMMENTS, QUESTIONS AND ANSWERS

14.1 After 14 days from the placement of the Order, the Seller may request the Customer to review the Product purchased by the same, by sending an e-mail to the e-mail address provided by the Customer in the User Account. With such review, the Customer promotes the providing proper information to other Clients/Users, the development of new services and the preparation of more detailed product descriptions. Writing and submitting reviews are voluntary, the Seller will not be held liable for the analysis and display of the reviews submitted from time to time.

14.2 Reviews, Comments and questions and answers will be uploaded under the “Questions and Answers of Clients” and the “Reviews” menu item. The information may be of positive or negative nature and shall be in relation to the properties or use of the product.

14.3 By uploading the Review/Comment and the acceptance of the GCU, Users consent that Fishinda Kft., as the operator of the Website and the Application, may use them for promotional and/or any other purpose either by way of modifying, moderating or translating the same.

14.4 By uploading the Review/Comment and the acceptance of the GCU, the User accepts the following principles related to moderation and shall comply with the same when drafting the Review/Comment:

- the User may only share information on the Website related to the description or use of the Product. It is prohibited to share information related to the performance of a specific Order or to promotional offers;
  - the User may only share information in the Application related to the description or use of the Product as well as information pertaining to certain fishing waters.
  - it is prohibited to use hate speech and expressions suitable for intimidation, and to share URLs and links leading to websites with such topic;
  - the User shall upload the Review/Comment to the relevant category;
  - the User shall be responsible for the trueness and correctness of the information shared by the same and shall ensure that such information do not infringe the rights of others;
  - it is prohibited to share advertisements, personal data and the contact details of websites and companies pursuing the same activity as the Seller in the Reviews/Comments;
  - the Review/Comment serves the purpose of informing the User/Client/Customer and may not be used for communicating with the Seller. The Seller maintains a separate Customer Service dedicated for such purpose, the address of which can be found on the [fishinda.com](https://www.fishinda.com) website;
- If the User/Client/Customer violates the principles above pertaining to moderating, the Seller shall be entitled to delete the review of the Customer either in part or in full.

14.5 The User/Customer may also assign a Rating to the Review related to the specific Product or fishing water. The Reviews, together with the Ratings associated with them, may influence the general perception of the Product or the fishing water. The Rating is a subjective evaluation, in the course of which the Customer can express their opinion as regards the Product or a fishing water in numbers (with stars from one to five). The Rating can be seen in parenthesis below the name of the Product or the fishing water.

14.6 Users also uploading images and videos with their Review shall adhere to the following:

- the files uploaded shall depict or contain images or videos about the Product of which the Review has been written;
- the files uploaded may not contain violent elements, adult content, vulgar/offensive messages, or content that may be offensive to a person/group of persons based on their race, ethnicity, religion, disability, gender, age, sexual orientation or political beliefs;
- the video uploaded may not infringe the personal rights and copyrights of others;
- the video may not contain addresses or marks that may be associated with websites and ventures pursuing the same activity as the Seller;

If the User/Client/Customer violates the above defined set of rules, the Seller shall be entitled to delete the images or video of the Customer either in part or in full.

14.7 Any complaints or objections regarding the Reviews and the Comments may be submitted to the Seller via the contact details included in the GCU. The Seller reserves the right to delete the objected Review and Comment, and to suspend the right of the concerned User to upload Reviews/Comments.

## 15. PROCESSING PERSONAL DATA

14.1 The policy of the Website and the Application pertaining to the processing of personal data forms an integral part of these General Conditions of Use. The policy is available on the following URL:  
[https://www.fishinda.com/adatkezelesi\\_szabalyzat](https://www.fishinda.com/adatkezelesi_szabalyzat)

## 16. USE OF COOKIES

16.1 Fishinda or our authorised service providers use cookies in the course of using the Services or interacting with them in order to store certain type of information. The policy of the Website and the Application pertaining to the use of cookies is available on the following URL:  
[https://www.fishinda.com/cookiek\\_hasznalatanak\\_szabalyzata](https://www.fishinda.com/cookiek_hasznalatanak_szabalyzata)

## 17. FORCE MAJEURE

17.1 This concept includes any and all causes, events or circumstances that cannot be foreseen, controlled and/or are a cause related to, yet independent from Fishinda, the occurrence of which makes the performance of Fishinda's obligations arising from the GCU impossible.

17.2 Neither of the Parties shall be held liable for not fulfilling their contractual obligations if such failure is, either in full or in part, due to force majeure events.

17.3 If the force majeure event does not cease within fifteen (15) days from the date it occurred, either Party may terminate the Contract by giving simultaneous notice to the other Party. In such case, the other party may not claim compensation for damages.

## **18. GOVERNING LAW, COMPLAINT MANAGEMENT, ENFORCEMENT OF RIGHTS**

18.1 This Contract shall be governed by the Hungarian law.

18.2 Pursuant to the provisions of Act CLV of 1997 on Consumer Protection, where the consumer dispute between the Service Provider and the Customer cannot be settled in the course of negotiations with the Service Provider, the Customer qualifying as a consumer may submit its claim to the conciliation body having jurisdiction in the geographical area where the Customer's permanent address or residence is registered and may initiate the proceeding of such Body, and may also submit the dispute to the conciliation body having jurisdiction in the geographical area where the registered office of the Service Provider is located. Fishinda will initiate the proceeding of the conciliation body in order to settle the consumer dispute. Where the Customer wishes to pursue and settle the consumer dispute online, he/she can do so via the online dispute settlement platform available under <http://ec.europa.eu/odr>. For simpler and quicker administration of the issue, the proceeding of the Conciliation Body of Budapest is recommended.

The Customer (if he/she is a Consumer) may lodge his/her consumer complaint to the regional court having jurisdiction in the specific geographical area. Further information about the foregoing may be found on the following site: <http://jarasinfo.gov.hu/>.

18.3 Fishinda and the Clients/Customers agree to settle any disputes arising between them amicably.

18.4 Fishinda reserves the right to update the provisions of the General Conditions of Use pertaining to the Website and the Application and to modify it from time to time so that such GCU can reflect the method of operation and conditions of the website or the change of regulations. In such cases, the modified version of the General Conditions of Use will be displayed on the website. Users should check the content of the General Conditions of Use from time to time on the Website and the Application. The Customer/User may object to the General Conditions of Use after it has been published on the Website and the Application.

## **FISHINDA MOBILE APPLICATION – Amendment to General Conditions of Service**

### **19. SERVICES**

The Fishinda website and mobile application serves the purpose of obtaining, monitoring and sharing information related to recreational fishing. Upon the acceptance of the Conditions, preconditioned on use in line with the same, Fishinda grants a non-exclusive, non-transferable, non-assignable, limited right to access and use to the User/Customer, solely for private purposes.

Any fees of internet usage and/or mobile usage incurring in the course of using the Services shall be borne exclusively and fully by the User/Customer. For further information in this regard, please contact your mobile phone service provider.

Fishinda grants the User/Client the accessibility and licence to use the Services through these Conditions, provided that the User/Client adheres to the user conduct set out herein. At the same time, obtaining the proper fishing licences and other official authorisations on the waters designated for fishing, possibly displayed in our Services, is the sole responsibility of the User/Client.

### **20. USER CONDUCT**

In order to maintain the integrity of the Services and to enhance user experience, certain rules must be met. You may only use the Services if the following conditions are fulfilled:

- You are over the age of sixteen (16);

- You consent to the use of the Services for private purposes only, and not for commercial purposes, and, thus, you will not use the same for example to sell goods or services or for marketing purposes;
- You accept that you will only upload, communicate, forward or share Content owned by you or lawfully available to you in the Services;
- You agree not to use the name or e-mail address of other persons or organisations in the course of using the Services;
- In the case of creating a User Account, you consent that you only create one account, you provide your full name and a valid e-mail address, through which we can contact you or which may serve as the next step to create an account. Furthermore, you agree that you will manage the login data of your user account securely, which shall include, amongst others, that you will not disclose your login data to third parties, you will not authorise other persons to use your login data or your account, and you will assume full liability for all activities carried out as a result of the use of your account;
- You accept that you will not collect any personal data (including user names and e-mail addresses) from the other users of the Services without their consent;
- You accept that you may not analyse, decompose or decrypt the Services and may not circumvent, switch off or disturb the technological proceedings of the Services or their functions related to security in any manner; and
- You consent that you will not remove or modify any copyright disclosures or other disclosures related to ownership rights.

## 21. DATA PROTECTION

When creating a User Account, the User/Client provides personal data to us, which qualify as personal data under applicable laws. Fishinda assumes liability for personal data. By creating the User Account, the User/Client consents to Fishinda using the data collected in accordance with the Privacy Policy available on the <https://fishinda.com/adatvedelmi-szabalyzat> website.

## 22. CONTENT

Respecting each other and the authenticity of Contents shared by users is of utmost importance to Fishinda. In the course of using the Services, and interacting with the Services as well as their other users, the User/Client may send, upload, communicate, forward or otherwise share information, including images, videos, texts, audio materials, geographical location and other content to us and/or the other users of the Services (hereinafter collectively: the Content or, in some instances, Contents).

The User/Client accepts that the Contents sent, uploaded, communicated, forwarded or otherwise shared by the same shall be subject to the following:

- They shall be true and correct and shall not include false or misleading Contents;
- They do not contain, even in the least possible manner, threatening, disparaging, slandering or pornographic information, information that is offensive or discriminative in terms of race or ethnicity or information that is otherwise illegal or improper;
- They do not infringe intellectual property (including copyright), or the rights of third parties to publicity, privacy or other rights of third parties;
- They do not contain information that is distributed illegally (for example insider or confidential information);
- They do not contain any unclaimed or unauthorised advertisement, promotional materials, spam, chain letters, pyramid games or any other offers; and
- They do not contain software viruses or any other technologies that may damage the Services or the interest or property of the Services or its users.

Fishinda appreciates reports of the use of the Contents in an objectional or unauthorised manner, thus, it requests users, right holders and licence holders to inform Fishinda of any potential infringements by sending a message to [info@fishinda.com](mailto:info@fishinda.com).

Fishinda hereby reserves the right to remove any Content from the Services at its own discretion, but not in a mandatory manner. Fishinda will not review the Content, and, thus, it shall not be held liable for any Content originating from third parties, the Content shared by the User/Client, as well as any and all information made available in them or otherwise used in relation to the Services, and shall not be held liable for the deletion or loss of any Content.

If the Content sent, uploaded, communicated, forwarded or otherwise shared by the User/Client forms intellectual or industrial property rights (such as copyright), the User/Client shall grant unlimited, non-exclusive, irrevocable, worldwide, perpetual, royalty-free, fully assignable and fully transferable licence to use as regards the use, copying, reproduction, modification, translation, publication and/or public disclosure of the Content related to the Services to Fishinda. The User/Client shall waive his/her rights specified in the Content and/or moral rights to the

fullest extent permitted by applicable laws. You hereby acknowledge and accept that we may share the Content with our partners and/or cooperating enterprises.

### **23. EXCLUSION OF LIABILITY**

The User/Client shall use the Services at his/her own risk and liability. Fishinda may not be held liable for any express or implied liability related to the Services, including, but not limited to the following: accuracy, reliability, not illegal or uninterrupted operation or access.

### **24. ASSIGNMENT**

Fishinda may assign any of its rights or obligations arising from these Conditions in an unlimited manner.

### **25. MODIFICATIONS**

Fishinda may modify the Services at any time. Modifications include adding and deleting Functions or suspending the Services.

### **26. EXTRA FUNCTIONS - PAYMENT CONDITIONS**

The User/Client may subscribe to the premium services of Fishinda. Users between the age of 16 and 18 may only subscribe with the consent of their legal representative. The fees charged for the use of premium services are listed on the [www.fishinda.com/aplikáció](http://www.fishinda.com/aplikáció) site. We will publish a notice about these modifications effected from time to time on the Website and the Application or will send notification 30 day prior to the change. After the new rates have been applied, the User/Client will accept the new rates by using the Services.

Subscription takes place at all times through the Google Play Store or Apple App Store, so the subscriber's data may be modified there, too. The subscriptions are linked to the e-mail address of the User, therefore, it is important that the User log in with the e-mail address with which it has purchased the subscription, as this is the only way we can guarantee the access of premium functions.

The contract may not be construed as a written contract. Fishinda Kft. does not keep a register of contracts. The contracts may be accessed under the user profile in the Google Play Store and the Apple AppStore.

Users can choose between two Fishinda Extra subscriptions: monthly or annual plan. In both cases, all Fishinda Extra functions will be accessible to the User. In the case of a monthly subscription, the Extra functions will be available for a month and the subscription will be renewed in each month automatically until the User unsubscribes. In the case of the annual subscription, the Extra functions will be available for a year and the subscription will be renewed in each year automatically until the User unsubscribes.

The User can subscribe and pay via iTunes/Google account. After the purchase is approved, the amount of the subscription will be deducted from the debit card specified via the system of iTunes/Google Play. The subscription will be renewed automatically, provided that the User does not unsubscribe from it at least 24 hours before the end of the current period. The automatically renewed subscriptions can be terminated at least 24 hours prior to the end of the current period. The amount due for the next period will be deducted from the account in the 24 hours preceding the end of the current period. The subscription can be terminated in the Account settings section in the iTunes/Google Play settings. No refunds will be made after the purchase has been made (including the period that has remained and not been used).

Budapest – 28.07.2019 –