# **GENERAL TERMS AND CONDITIONS**

# **EFFECTIVE: 16 DECEMBER 2024**

# Table of contents

1.	General Provisions	3
	1.1 Service provider information	3
	1.2 Address and contact details for complaints	3
2.	The System	5
	2.1 General terms and conditions	5
	2.2 Liability	6
	2.3 Process of online purchase	6
	2.4 User account	7
	2.5 QR codes	8
	2.6 Trademarks and copyrights	9
3.	Fees, Methods of Payment and Billing	9
	3.1 Fees to be paid by User	10
	3.2 Methods of payment and billing in case of online purchase	10
	3.3 Methods of payment and billing in case of on-site purchase	11
	3.4 Methods of payment, request for payment and invoicing for separate orders	12
4.	Membership	12
	4.1 General terms and conditions of Memberships	12
	4.2 Liget+ Membership	14
	4.3 Liget+Sport Membership	15
	4.4 Liget+Mobility Membership	16
	4.5 Teacher Membership	18
	4.6. Liget+ Kids Pass	19
5.	Passes	20
	5.1 General provisions	20
	5.2 Discounted annual residential parking pass	21
6.	Services	23
	6.1 General terms and conditions of Services	23
	6.2 Toilet facilities	23
	6.3 Wireless internet	24
	6.4 Events	25
	6.5 Locker rooms and storage lockers	29

6.6 Booking Sports Facilities	30
7. Products	32
8. Liability	33
9. CUSTOMER'S RIGHT OF WITHDRAWAL	33
10. Data Management	34
11. Complaint management, consumer organisations in charge	35
12. Closing regulations	35
13. Appendices	36

# 1. General Provisions

# 1.1 Service provider information

Name: Városliget Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság (hereinafter: Városliget

Zrt.)

Registered office: 1146 Budapest, Dózsa György út 41.

Mailing address: 1386 Budapest Pf. 910.

Company registration number: 01-10-047989 (court of registration: Company Registry Court of

**Budapest-Capital Regional Court)** 

Tax number: 24819699-2-44

E-mail address: <a href="mailto:info@ligetbudapest.hu">info@ligetbudapest.hu</a>

Website: www.ligetbudapest.hu, https://ligetplusz.hu/

Customer service telephone number: + 36 1 374 3131

### 1.2 Address and contact details for complaints

Complaints about Liget Budapest Services:

By post: 1386 Budapest, PO Box 910;

By electronic means: <a href="mailto:ugyfelszolgalat@ligetbudapest.hu">ugyfelszolgalat@ligetbudapest.hu</a>

In person: Városliget Látogatóközpont, 1146 Budapest, Dózsa György út 35.

**Complaints about Liget+ services:** 

By post: 1386 Budapest, Pf.: 910;

By electronic means: <u>Liget+ complaint</u>

- 1.3 These General Terms of Agreement (hereinafter: **GTA**) define the terms of using the services (hereinafter: **Services**) and memberships (hereinafter: **Memberships**) offered, the purchase of products (hereinafter: **Products**) sold by Városliget Zrt., as well as of using the ticket sales system (hereinafter: the **System**) established and operated by Városliget Zrt. to support the sales of, Services and Products sold and to provide the Memberships by Városliget Zrt.
- 1.4 The personal scope of this GTA includes all natural persons using the System, the Products and the Services or buying a Membership, furthermore all legal entities and other unincorporated organizations using the System, the Products and the Services, as well as staff members and delegates of Városliget Zrt. and other persons specified hereunder.
- 1.5 The Agreement on using the System, on using certain specific Services and on buying certain specific Products or Memberships (hereinafter: the **Agreement**) shall be concluded between user (hereinafter: the User) and Városliget Zrt. with the terms and conditions specified in this GTA.
- 1.6 Unless regulated otherwise by this GTA, Agreements can only be concluded by persons over the age of 14.
- 1.7 Upon concluding the Agreement, User represents to have studied the terms and conditions specified in this GTA and accepts those as legally binding on himself.
- 1.8 This GTA was prepared in Hungarian and English language. The Agreement is concluded in Hungarian or English, based on the preference of User. In case of Agreements concluded using the System and Agreements concluded based on Memberships, User shall specify his preference by selecting the language to be used in the System (Hungarian or English). In case of Agreements, concluded by on-site shopping in accordance with Section 3.3, the language of the Agreement shall be Hungarian. Should User not understand the Hungarian language, the language of the Agreement shall be English.
- 1.9 User explicitly accepts that Városliget Zrt. can modify this GTA or any house rules, terms of use and other documents referred to in this GTA unilaterally. In case of modifying the GTA or any other document, Városliget Zrt. shall inform User by publishing the respective changes in the webpage <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>.

# 2. The System

#### 2.1 General terms and conditions

- 2.1.1 The System may be used by persons over the age of 16.
- 2.1.2 Users can start using the System after providing their respective data (but creating a user account is not required). Users can review and modify their data any time until clicking on the Payment button. Users can also register a user account in the System as specified under Section 2.4.
- 2.1.3 An Agreement on using the System is concluded by User clicking on the "Payment" button or by User creating a user account.
- 2.1.4 Upon entering into the Agreement, User represents that he gives its consent to the management of his data necessary for using the System, with the terms and limitations specified in the <u>Privacy Notice</u>.
- 2.1.5 Proof for the conclusion of an Agreement as specified in section 2.1.3 are the shopping data provided by User and saved electronically or the user account created.
- 2.1.6 An Agreement under section 2.1.3 consists of the GTA, the data provided by User and the information and guidelines published in the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>.
- 2.1.7 The Agreement under Section 2.1.3 shall remain effective until the termination of the Agreement concerning the Product purchased in case of individual purchases and until deletion of the respective user account in case of creating a user account.
- 2.1.8 Városliget Zrt. may, without prior notice, suspend the use of the System partially or fully in order to perform maintenance jobs on the System website or for security reasons.

## 2.2 Liability

- (a) Városliget Zrt is not liable for a flawless and undisturbed operation of the System and the connected website or for a permanent or flawless access to the System if an error or disturbance is caused by a defect of an external system or service that is not attributable to Városliget Zrt.
- (b) Városliget Zrt. will not take any responsibility for the contents of remarks, comments, suggestions made by User concerning the use of the System website, as these do not reflect the position of Városliget Zrt.

# 2.3 Process of online purchase

- 2.3.1 Detailed information on the online purchase process can be found on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>.
- 2.3.2 In the so-called (Shopping) "Cart" page of the website, User can modify or delete the contents of the shopping cart or select another Service at any time during the purchase process.
- 2.3.3 The "Cart" page will specify the full amount to be paid for the selected Services in Hungarian forints, indicating the gross price to be paid as well as eventual handling charges. Apart from the total price indicated here, User cannot be charged with any further costs.
- 2.3.4 Users without a user account are to provide their data necessary for the purchase, Users with a user account are to provide the data of their respective user account (e-mail address and password) on the so-called "Checkout" page following the "Cart" page. Városliget Zrt. refuses to take any responsibility for losses resulting from the User providing wrong, deficient or false data during the purchase.
- 2.3.5 Városliget Zrt. may refuse the order of User in justified cases, especially if false or deficient data were provided or in case of any abuses concerning the System or the Services.
- 2.3.6 If User is to pay any handling charges for using the System, it will be indicated clearly by the System during the purchase process. Handling charges is the fee for the service provided by Városliget Zrt., not an amount charged for using a bank card or any other payment method.

- 2.3.7 Depending on his individual user or other contract, User may be charged a fee by his telecommunication service provider for using the internet-, mobile or other electronic connection of the device for the purchase, or in certain cases User may be charged a fee for using a special payment method (e.g. mobile payment). Városliget Zrt. does not offer any premium rate services.
- 2.3.8 During the purchase process, User shall pay the respective price and handling charges immediately in the System. User can initiate the payment of the price and the respective handling charges and thus the purchase of the Service by clicking on the "Payment" button in the "Checkout" page.
- 2.3.9 In case of a failed payment transaction, the offer is no longer considered binding on User.
- 2.3.10 Following payment in the System, the certification allowing User to use the Service is delivered immediately to the e-mail address provided by the User, the System will not send any additional, specific acknowledgement of the purchase.
- 2.3.11 Should User not receive the certification following the successful payment as described in section 2.3.10, it is recommended to contact the Customer Service of Városliget Zrt. at the e-mail address <a href="mailto:support@ligetbudapest.hu">support@ligetbudapest.hu</a>.
- 2.3.12 Városliget Zrt. shall save the electronic receipts of the purchase, as well as the respective invoices in an electronic format in its billing system for a time period prescribed by law.
- 2.3.13 User can cancel the purchase process at any time before clicking on the "Payment" button.

### 2.4 User account

- 2.4.1 User accounts may be created by persons over the age of 16.
- 2.4.2 By registering a user account and a password, Users are able to provide their data once, instead of having to do so at each purchase. Users can forbid the use of their personal data for such purposes at any time by requesting the deletion of their respective user accounts.

- 2.4.3 The User has the opportunity during payment to save certain data of their bank card (cardholder name, last 4 digits of the card number, and expiry date), so that the User only needs to enter these once and not during subsequent payments. When saving this data by the User, the data is stored as a so-called 'token' (non-retracable code), and only the 'token' will be used and transferred during future payments. Bank card data are stored by financial service providers.
- 2.4.4 Users are responsible for the username and password of their respective user accounts, for any damages resulting from their storage or the disclosure thereof to third parties, as well as for any activities performed using the User's user account. In case of unauthorized use of their data or other violation of their security, User shall inform the Customer Service of Városliget Zrt. immediately.
- 2.4.5 User declares that the data he provided in the System are real. Városliget Zrt. takes no responsibility for damages resulting from the User providing inaccurate, deficient or false data or e-mail address upon creating his user account.
- 2.4.6 Városliget Zrt. delivers the Agreement and issues the invoice in accordance with the data provided by User.
- 2.4.7 Városliget Zrt. may verify the authenticity of User and delete inaccurate or false data and/or turn down the User's order.
- 2.4.8 Users may request the deletion of their respective user account at any time by Városliget Zrt. Városliget Zrt. shall comply with the User's request within 30 (thirty) days from the receipt of the request.

## 2.5 QR codes

- 2.5.1 Certain Services may only be used on the basis of a QR code certifying the right of User to use such Service.
- 2.5.2 The QR code is automatically generated by Városliget Zrt. via the System and sent to the e-mail address provided by User as well as to the user account of User.

- 2.5.3 Unless regulated otherwise by this GTA, the QR code cannot be shared, it shall not be shared with or transferred to a third party. Városliget Zrt. is entitled to check the identity of the actual user of the QR code at any time. If the QR code is used by a person other than the User in a contractual relationship with Városliget Zrt., Városliget Zrt. can invalidate the QR code used in an unauthorized manner with immediate effect. Városliget Zrt. shall notify the authorized owner of the QR code about the invalidation.
- 2.5.4 If the QR code can be shared, User can transfer or share the QR code to or with third parties without limitation. If a QR code is transferred or shared, by using the QR code its new holder accepts this GTA and any other regulations of the Service.
- 2.5.5 All liability in connection with sharing the QR code shall be borne by User.

## 2.6 Trademarks and copyrights

- 2.6.1 Trademarks displayed on the System website are the exclusive property of Városliget Zrt. or other rightholders, and such trademarks may not be used, distributed or published without the explicit prior written consent of Városliget Zrt. or the respective rightholders.
- 2.6.2 The information and other documents accessible on the System website are under copyright protection, the respective rights are held by Városliget Zrt. or other copyright holders. Such information and other documents accessible on the website may not be used in a manner not complying with the objectives of the website, copied, distributed or published without the explicit prior written consent of Városliget Zrt. or the respective copyright holders.
- 2.6.3 Városliget Zrt. acquires, free of charge, unlimited and exclusive right to use any remarks, comments and suggestions made by User in connection with the use of the System website.

# 3. Fees, Methods of Payment and Billing

# 3.1 Fees to be paid by User

- 3.1.1 Unless regulated otherwise by this GTA, User shall pay a fee to Városliget Zrt. for acquiring a Membership, using the Services or purchasing the Products.
- 3.1.2 Városliget Zrt. reserves the right to change the rate of any price, charge or fee to be paid according to this GTA at any time. The right to change cannot be applied to already concluded, valid Agreements and purchases or transactions in progress.
- 3.1.3 The fee of Membership as published by Városliget Zrt., the respective fees and purchase prices of Services and Products as published by Városliget Zrt. as well as the published administration fee and eventual handling charges applied in case of online purchase are gross amounts, accordingly they already include all related taxes and charges.

### 3.2 Methods of payment and billing in case of online purchase

- 3.2.1 A detailed description of the payment methods available for online purchase are described in detail on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>. and in the "Frequently Asked Questions". Depending on the selected payment method, payment is made of—through the interface of the financial service provider.
- 3.2.2 Városliget Zrt. shall not have any responsibility for eventual errors occurring during bank payments.
- 3.2.3 Városliget Zrt. issues an electronic invoice about the online purchase and send it to User in an electronic format. Electronic invoices are invoices that contain billing information in the form of electronic signals. Electronic invoices can only be issued, forwarded and stored in an electronic format, their hard copies cannot be used as original authentic documents.
- 3.2.4 Városliget Zrt. issues the electronic invoice automatically, based on the data provided by User, using an electronic invoice service provider. The electronic invoice service provider of Városliget Zrt. is számlázz.hu (operator: KBOSS.hu Kft., tax number: 13421739-2-41, company registration number: 01-09-303201, seat: 1031 Budapest, Záhony utca 7.).

3.2.5 By clicking on the "Payment" button, User explicitly declares that he accepts the electronic invoice and the transfer of his data to the service provider producing the electronic invoice. If User by mistake provided an incorrect invoicing name or address and the invoice was issued with these wrong data, User has the right to ask one time for the modification of the invoice if the period since the issuing date of the original invoice is no longer than 15 days.

## 3.3 Methods of payment and billing in case of on-site purchase

- 3.3.1 In case of on-site purchase the price to be paid and eventual additional charges are due immediately. Following payment, the Product or the ticket for the Service is handed over immediately.
- 3.3.2 In case of on-site purchase, payment can be made both through a POS bank terminal and in cash. The available payment methods are described in detail on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a> and in the guide posted on site. Cash payment is only accepted in the official currency of Hungary, in Hungarian forints.
- 3.3.3 In case of on-site purchase, the User may ask for a VAT invoice, if indicated to the respective sales staff member of Városliget Zrt. before payment.
- 3.3.4 On-site purchase of the Services and Products described in sections 6.4., 6.6. and 7. is concluded at the House of the Hungarian Millennium (Millennium Háza, 1146 Budapest, Olof Palme sétány 1.) or at the Liget Budapest, Visitor Center (1146 Budapest, Dózsa György út 35) in its opening times, through the use of the System by a staff member of Városliget Zrt. To the billing of Products and Services purchased according to this section, the regulations of section 3.2 shall apply, with the difference that in this case the employee of Városliget Zrt. provides User with a hard-copy invoice.
- 3.3.5 Városliget Zrt. issues the hard-copy invoice based on the data provided by User, using an electronic invoice service provider. The electronic invoice service provider of Városliget Zrt. is számlázz.hu (operator: KBOSS.hu Kft., tax number: 13421739-2-41, company registration number: 01-09-303201, seat: 1031 Budapest, Záhony utca 7.). By asking for an invoice and submitting the necessary data to the employee of Városliget Zrt., User explicitly declares that he accepts the transfer of his data to the service provider producing the electronic invoice.

## 3.4 Methods of payment, request for payment and invoicing for separate orders

- 3.4.1 If the User or any other third party orders tickets for a Service by means of a separate order/request, the Városliget Zrt. shall send the fee invoice to the User or other third party upon prior agreement with the Városliget Zrt., on the basis of which the User or other third party shall pay the fee.
- 3.4.2 Városliget Zrt. is not responsible for any errors that may occur during the bank payment.
- 3.4.3 In the case of a separate order, it is also possible to request a VAT invoice, provided that the User or other third party informs the sales staff of Városliget Zrt. of this request in advance.
- 3.4.4 Városliget Zrt. shall issue and send an electronic invoice in electronic format to the User or other third party for the fee paid on the basis of the fee request. An electronic invoice is an invoice that contains the invoice data in the form of electronic symbols. An electronic invoice can only be issued, transmitted and stored in electronic form and its paper version cannot be used as an original authentic document.
- 3.4.5 Városliget Zrt. will issue the electronic invoice automatically on the basis of the data provided to it, using an electronic invoice service provider. The electronic invoice service provider of Városliget Zrt. is számlázz.hu, operator: KBOSS.hu Kft., tax number: 13421739-2-41, company registration number: 01-09-303201, registered office: 1031 Budapest, Záhony utca 7.
- 3.4.6 If Városliget Zrt. realises before the performance that it is unable to fulfil the order in due time and contractually for reasons beyond its control, it may unilaterally withdraw from the Contract by a legal declaration to the User or other third party before the performance, with the right to refund the amount of the fee paid on the basis of the fee request to the User or other third party within 30 days of the withdrawal.

# 4. Membership

### 4.1 General terms and conditions of Memberships

4.1.1 Certain Services can only be used with a Membership. The terms of using a certain Service are set out in the Services section of this GTA on.

- 4.1.2 A Membership under this GTA can only be acquired following the registration of a user account. Further terms of acquiring Memberships are set out in the section on the respective Membership.
- 4.1.3 The amount of an eventual administration fee required to apply for a Membership is published by Városliget Zrt. on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>.
- 4.1.4 The administration fee may only be paid by online payment through the System. Payment and billing of the administration fee are described in detail in section 3.2 on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>.
- 4.1.5 Agreement on the Memberships and unless regulated otherwise in these GTA on the Services that can be used on the basis of a Membership are concluded by activating the respective Membership.
- 4.1.6 Városliget Zrt. shall suspend the Membership and the Services available thereunder
- (a) until the Membership in question is extended, if the Membership has expired, (b) until the damages are paid, if during the use of Services based on the Membership User caused damage to Városliget Zrt.

or

- (c) until a breach of contract is remedied by User, if during the use of Services based on the Membership User committed a breach of contract resulting in a suspension. Breach of contract resulting in a suspension are defined in the Services section of this GTA.
- 4.1.7 When a Membership is suspended, no Services or discounts based on the Membership in question can be used during the period of suspension. The Membership's term of validity will not be extended by the term of the suspension.
- 4.1.8 The Agreement on a Membership and on the Services thereunder terminates if
- (a) the respective user account is deleted by Városliget Zrt., either upon the User's request or for other reason set out in these GTA
- User his Membership, (b) cancels (c) the suspension of the Membership lasts longer than 15 days,

- (d) User verifiably violates the rules of using the Service (house rules, traffic order, terms of use) 3 times,
- (e) User commits a serious breach of contract that justifies the withdrawal of his Membership by Városliget Zrt. Breaches of contract resulting in the withdrawal of Membership are defined in the Services section of this GTA on.
- 4.1.9 If there is a final legal decision that during the use of Services in the System or under any Memberships User committed a minor offence or crime in the area of Városliget (City Park), Városliget Zrt. can cancel all Memberships of such User.
- 4.1.10 Unless regulated otherwise by this GTA, in case of a premature or regular termination of the Agreement on Membership, the User cannot claim either partial or full refund of the administration fee paid upon applying for the Membership.
- 4.1.11 User can terminate the Agreement on Membership by exercising his right of cancellation as described in section 9. hereunder, within 14 days after concluding the Agreement.
- 4.1.12 Users will be informed by the System about the activation, suspension, expiry and termination of their respective Membership in an automatically generated e-mail message.

## 4.2 Liget+ Membership

- 4.2.1 By registering a user account as described in section 2.4 User automatically acquires an activated Liget+

  Membership.
- 4.2.2 Based on his Liget+ Membership, User shall become entitled to the following Services: (a) using the toilet facilities in the Városliget area operated by Városliget Zrt. according to section 6.2; and
- (b) using the visitor Wi-Fi service in the Városliget area as provided by Városliget Zrt. according to section 6.3.

- 4.2.3 During online purchases made through the user account, Users with a Liget+ Membership are entitled to discounts from the fee of the given Service. The prevailing discount rate is published by Városliget Zrt. on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a> and will be applied automatically upon purchasing the respective Service.
- 4.2.4 The QR code necessary to open the toilet facilities will be generated automatically and be available in the user account of Users with a Liget+ Membership.

# 4.3 Liget+Sport Membership

- 4.3.1 Users can acquire a Liget+ Sport Membership if fulfilling the criteria below:
- (a) uploading the image of a personal document suitable for identification,(b) paying a one-time administration fee to Városliget Zrt.
- 4.3.2 The employees of Városliget Zrt. are entitled to verify the authenticity of the identification document required by section 4.3.1(a) and based on that document the data provided by User. Városliget Zrt. shall manage the image of the identification document and its respective data content in accordance with the regulations of the <u>Privacy Notice</u>.
- 4.3.3 If as a result of the abovementioned document check the employee of Városliget Zrt. is able to confirm the authenticity of the document and the data provided upon registration, he will activate the Liget+ Sport Membership. Following its activation, the Liget+ Sport Membership will entitle its holder to use the Services and apply the discounts described in section 4.3.5. Városliget Zrt. shall use its best endeavour to activate the Liget+ Sport Membership within three working days from the User's registration.
- 4.3.4 If as a result of the document check the employee of Városliget Zrt. is not able to confirm the authenticity of the document or the data provided upon registration, he will turn down the activation of the Liget+ Sport Membership. In this case User is not entitled to request the refund of the administration fee.

4.3.5 Users with a Liget+ Sport Membership are entitled to use the locker rooms operated by Városliget

Zrt. 0-24 as described in section 6.5.

4.3.6 Users with a Liget+Sport Membership are entitled to the Service of booking the football pitch and

the basketball court located in the Sports Centre at a discounted booking fee, according to the regulations

set out in section 6.6. The prevailing discount rate is published by Városliget Zrt. in the website

https://ligetplusz.hu/ and it will be applied automatically upon booking the respective sport facility.

4.3.7 The Liget+Sport Membership is valid until its cancellation by the User, or until the expiry date of

the User's identification document, whichever happens first. User can cancel their Liget+Sport

Membership at any time upon his sole discretion. Városliget Zrt. is entitled to verify the expiry date of

the identification document provided in accordance with under section 4.3.1 (a). In case of an expired

document, Városliget Zrt. automatically suspends the User's Liget+Sport Membership until the User

uploads the image of a new valid document, or until they substitute the expired document by uploading

the image of another identification document. In case of suspension of the Liget+Sport Membership

hereunder, the Agreement on the Liget+Sport Membership terminates if the suspension lasts longer than

30 days instead of the 15 days specified in section 4.1.8. (b) of these GTA.

4.4 Liget+Mobility Membership

4.4.1 Users with a Liget+ Membership may acquire a Liget+ Mobility Membership on the

Liget+Mobility (ligetbudapest.hu) website. User with a Liget+Mobility membership is entitled to use

the Museum Underground Parking (hereinafter: Underground Parking) with the benefits specified in

this section.

4.4.2 Conditions to acquire a Liget+Mobility Membership are:

(a) having a Liget+ Membership;

(b) providing a registration plate number;

(c) registering a credit/debit card; and

(d) paying the one-time registration fee.

Users will be informed of the activation of their Liget+ Mobility Membership via e-mail.

- 4.4.3 After the successful activation, the gate of the Underground Parking opens automatically for the User, provided that the User arrives to the Underground Parking with the registered vehicle. User can open the surface level elevator entrances of the Underground Parking by entering his registration plate number into the access totem, located next to the surface level elevator entrance. When exiting the Underground Parking, the gate will open automatically for the registered vehicle of the User. At the same time, the parking fee discounted with regard to the Liget+Mobility Membership is calculated and withdrawn automatically from the registered credit/debit card. Városliget Zrt. sends the invoice to the User via e-mail.
- 4.4.4 Discounts provided by the Liget+Mobility Membership are the following:
- (a) The first 30 minutes of parking is free;
- (b) After 30 minutes, the parking fee is calculated based on 15-minute intervals;
- (c) Discounted hourly parking fee, the current amount of which is published by Városliget Zrt. on <a href="https://ligetplusz.hu/website.">https://ligetplusz.hu/website.</a>
- (d) The use of electric charging in accordance with section 4.4.5.
- 4.4.5 After the Liget+Mobility Membership is activated, the User may use the electric vehicle charging outputs in the Underground Parking, in accordance with the instructions found on the <u>Liget+Mobility:</u> charging station (ligetbudapest.hu) website. The fee of the electric charging is calculated and automatically withdrawn from the User's registered credit/debit card and the invoice is sent automatically to the User via e-mail.
- 4.4.6 If Városliget Zrt. is unable to withdraw the parking/charging fee from the User's credit/debit card, and the User's debt vis-à-vis Városliget Zrt., the User's account will be suspended until the User fully pays its debt. The User can settle its debt within its user account.

4.4.7 Liget+ Mobility Membership is valid until the User cancels the Membership. The User can cancel the Liget+Mobility Membership any time upon its sole discretion.

## 4.5 Teacher Membership

- 4.5.1 Users with a Liget+ Membership may acquire a Teacher Membership on the <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a> website. Acquiring a Teacher Membership is free of charge. A User with a Teacher Membership becomes entitled to reserve visits and other programs (hereinafter together: **Program**) at a discounted rate for school classes and groups of public education institutions through the System.
- 4.5.2 Conditions to acquire a Teacher Membership are:
- (a) having a Liget+ Membership;
- (b) providing an electronic copy of a teacher identity card (in Hungarian: pedagógusigazolvány); and
- (c) providing the education identification number.

Users will be informed of the activation of their Teacher Membership via e-mail.

- 4.5.3 Városliget Zrt. publishes the available Programs on the <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a> website and they can be viewed by the User after logging in his Teacher Membership user account. Reservations for the Program can be made on this website with the Teacher Membership user account. The reservation of a Program may be cancelled any time free of charge. Number of the group visiting the Program under the reservation may be changed free of charge at any time until the payment is made in accordance with section 4.5.4.
- 4.5.4 Városliget Zrt. publishes the price of the Programs on the <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a> website. Attending the Program is free for the User with the Teacher Membership and an additional accompanying adult. Price of the Program is due at the start of the Program that the User with Teacher Membership shall pay at the venue of the Program in cash or with a credit/debit card.

- 4.5.5 User with Teacher Membership may use the Teacher Membership user account for reservation of places to Programs and the related administration exclusively. User may not use his Teacher Membership user account regarding any other Service, Event, purchase of goods or other tickets under these GTA. Such use of the System for personal purposes is available with the user account of the User created when registering a Liget+ Membership.
- 4.5.6 Teacher Membership is valid until its cancellation by User. In addition, Teacher Membership terminates upon the expiry of the identity card referred to in section 4.5.2 b). Termination of the Teacher Membership does not affect the validity of the User's Liget+ Membership.

## 4.6. Liget+ Kids Pass

- 4.6.1. A User with a Liget+ Membership can purchase a Liget+ Kid Membership on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>. The Liget+ Kid Membership is subject to a registration fee and is valid until revoked by the User. The User may, at his/her discretion, withdraw the Liget+ Kids Membership at any time, in which case the User may not redeem a new Liget+ Kids Membership for a period of 12 months from the date of the revocation.
- 4.6.2. Based on the Liget+ Kids Membership, the User is entitled to use the following Services and discounts:
  - a) Users with a Liget+ Kid Membership are entitled to use the football pitch and the basketball court reservation service at the Sports Centre as described in section 6.6, during the period of the Liget+ Kid Membership, the Users are entitled to reserve a pitch or court free of charge once for an hour via the website https://ligetplusz.hu/.
  - b) Users with the Liget+ Kid Membership are entitled to participate once on a guided building walk organised by Városliget Zrt. Users with Liget+ Kid Membership may request a maximum of 5 tickets for the selected guided building walk, subject to the availability of free places. The tickets requested for the selected guided building walk can only be used on the selected date.
  - c) Users with Liget+ Kid Membership are also entitled to various, sometimes varying, purchase discounts both from Városliget Zrt. and its partner institutions as detailed in the description of the Liget+ Kid Membership. The description of the Liget+ Kid Membership is available at <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>
  - d) Users with Liget+ Kid Membership become eligible to buy Products and to use

Services which only Users with Liget+ Kid Membership become eligible. The description of the Services and Products available exclusively to Users with Liget+ Kid Membership is available on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>. Városliget Zrt. reserves the right to make changes regarding the Services and Products available exclusively to Users with Liget+ Kid Membership without prior notice.

## 5. Passes

## 5.1 General provisions

- 5.1.1 The Agreement on the passes under this section and the Services available thereunder is concluded with the issuance of the pass.
- 5.1.2 The current amount of the price of the pass and the eventual administration fee required to acquire the pass is published by Városliget Zrt. on its website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>.
- 5.1.3 The Agreement on the pass and on the Services available thereunder shall terminate if
- (a) the User cancels his/her pass,
- (b) the pass expires, or
- (c) the User has committed a serious breach of contract during the use of the Services with the pass, which justifies the cancellation of the pass by Városliget Zrt.
- 5.1.4 Serious breaches of contract resulting in the cancellation of the pass are set out in the Services section of these GTA.
- 5.1.5 The Agreement on the Services available under the pass shall terminate when the pass is cancelled.
- 5.1.6 Unless otherwise provided for in these GTA, in case the Agreement on the pass is terminated prematurely, the User shall not be entitled to claim the return of the administration fee paid by the User upon requesting the pass or any part of the fee already paid for the pass.
- 5.1.7 The User is entitled to terminate the Agreement on the pass by exercising the right of termination under section 9 within 14 days of the conclusion of the Contract.

5.1.8 The User shall have the electronic document certifying the pass, or the physical pass itself, on them at all times. The pass can only be used by the User who purchased it, and the passes under Section 5.2 can only be used for the vehicle with the registered license plate (and the person driving it).

# 5.2 Discounted annual residential parking pass

- 5.2.1 Users with a residential parking permit issued by the municipalities of District VI, District VII, and District XIV in Budapest can acquire a residential parking pass for using the Underground Parking located on the property registered under land registry no. 29732/11. Other Users entitled to purchase a residential parking pass are residents living in District VI, District VII, and District XIV of Budapest with a valid domicile or residence permit in these districts and are operators of automobiles with a green licence plate. Users with a residential parking pass are entitled to use the Underground Parking free of charge for parking their vehicles with a registered license plate between 17.00 and 9.00 the next morning on weekdays, depending on the available residential parking spaces.
- 5.2.2 By acquiring the residential parking pass, the User accepts the general terms and conditions and the rules of conduct of the Underground Parking. The general terms and conditions and the rules of conduct of the Underground Parking can be found at <a href="https://www.ligetbudapest.hu/parkolas">www.ligetbudapest.hu/parkolas</a>.
- 5.2.3 During the residential rental period, Városliget Zrt provides free parking for 200 vehicles at a time to residents having residential parking pass, subject to the availability of parking spaces. A sign at the entrance to the Underground Parking provides information on the currently available free residential parking spaces. The parking spaces can be occupied on a first come first served basis. For parking beyond the period of the residential parking pass, the owner of the pass must pay a fee according to the current parking tariff, which can be settled before departure at the vending machines by inserting the parking ticket received upon entry. The cameras scanning the license plate at the entrance of the Underground Parking automatically recognize the license plate of a registered vehicle, and after reading the license plate, the ticket machine at the entrance automatically issues a parking ticket, which the User must take and keep until departure.

- 5.2.4 The residential parking pass is valid for a given calendar year until the last day of February the following year.
- 5.2.5 The conditions for purchasing the residential parking pass are as follows: (a) existing Liget+ Membership,
- (b) entering the vehicle's nationality mark and registration number,
- (b) uploading the picture of the residential parking permit issued by a competent municipality,
- (c) in the case of registering an vehicle with a green licence plate, copy of the valid registration certificate.
- (d) payment of an administration fee to Városliget Zrt.
- 5.2.6 The administration fee may only be settled by online payment, its payment and invoicing are governed by the provisions of section 3.2.
- 5.2.7 The employees of Városliget Zrt. are entitled to check the validity and authenticity of the residential parking permit under section 5.2.5 (b) and the registration certificate under 5.2.5 (c), and, based on these, the data and eligibility of the User. The data contained in the residents' parking permit and registration certificate are managed by Városliget Zrt. in accordance with the Privacy Notice.
- 5.2.8 If, during inspection, the employee of Városliget Zrt. can verify the authenticity of the permit or the registration certificate and the data provided by the User, the employee will record the given license plate number for the residential parking pass in the parking system of the Underground Parking, and the User will be provided with free parking based on the license plate number for the period specified above.
- 5.2.9 If, during inspection, the employee of Városliget Zrt. is unable to verify the User's right to the residential parking pass or the authenticity of the data provided by the User, the employee will refuse to issue the residential parking pass. In this case, the User is not entitled to reclaim the administration fee.
- 5.2.10 The System will notify the User in an automatic message about the issuance and termination of the pass. Városliget Zrt. uses its best endeavours to activate (issue) the pass within three working days after the User's registration.

# 6. Services

#### 6.1 General terms and conditions of Services

- 6.1.1 Unless regulated otherwise by these GTA, the Agreement on the provision of a Service commences with the payment of the respective Service fee and terminates with the end of using the Service in question.
- 6.1.2 Upon concluding an Agreement on a Service, Városliget Zrt. shall provide User in the manner and form specified for the Service in question with a proof of the conclusion of the Agreement entitling User to use the Service.
- 6.1.3 Both Services and the buildings and areas serving as locations for the respective Services are used by everyone at their own risk.

#### 6.2 Toilet facilities

- 6.2.1 Toilet facilities operated by Városliget Zrt. (hereinafter: **Toilets**) may be used by Users with a Liget+ Membership or upon on the spot payment for the Service to use the Toilet.
- 6.2.2 An Agreement on using the Toilets upon payment on the spot may also be concluded by persons under the age of 14.
- 6.2.3 Users with a Liget+ Membership can use the Toilet with the QR code generated upon activating their Liget+ Membership, stored in their respective user accounts.
- 6.2.4 Under the Agreement on using the Toilets, User is entitled to use the Toilets, while Városliget Zrt. is tshall ensure that the Toiletsare clean and in a condition suitable for proper use.
- 6.2.5 By concluding an Agreement on using the Toilets, User accepts the house rules on using the Toilets. The house rules of the Toilets are published on-site.

- 6.2.6 If User violates the house rules of the Toilets or causes damage in the Toilets, Városliget Zrt. may demand User to restrain from violating the house rules and pay compensation to Városliget Zrt. for the damage caused.
- 6.2.7 Until the damage caused by User is compensated, Városliget Zrt. is entitled to suspend User's Liget+ Membership, or terminate User's Liget+ Membership if the damage caused still has not been compensated for after 15 days from delivery of the notice by Városliget Zrt.
- 6.2.8 Városliget Zrt. is entitled to suspend User's Liget+ Membership, if Városliget Zrt. becomes aware that misdemeanor or criminal proceedings are initiated for the act committed by the Userin the area of the Toilets or within their 10-meter radius.
- 6.2.9 If User violates the house rules of the Toilets three times in a confirmed manner or there is a final decision that User committed an offence or a crime in the area of the Toilets or within their 10-meter radius, Városliget Zrt. is entitled to terminate User's Liget+ Membership.

#### 6.3 Wireless internet

- 6.3.1 After providing their user account data, Users with a Liget+ Membership can use the visitor Wi-Fi service provided by Városliget Zrt. in the Városliget area by connecting to the "Liget+" Wi-Fi network.
- 6.3.2 By concluding an Agreement on using the Wi-Fi Service, User accepts the regulations of using the Wi-Fi Service as set out in this section 6.3. The regulations of using the Wi-Fi Service can also be read in the information page displayed before connecting to the "Liget+" Wi-Fi network and on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>.
- 6.3.3 User represents that he has the devices necessary to use the Wi-Fi Service.
- 6.3.4 User accepts that, to the extent necessary for using the Wi-Fi Service, in due compliance with the respective legal regulations, Városliget Zrt. can manage and process User's login data, the details of which are set down in the Privacy Notice.

- 6.3.5 User can only use the Wi-Fi Service in due compliance with the respective legal regulations in force.
- 6.3.6 Városliget Zrt. accepts no responsibility for damages and claims incurred in connection with the of the Wi-Fi Service, including, but not limited to the following (a) the unauthorized use of the Wi-Fi Service by Users and the damages resulting therefrom, including damages resulting from the fact that User stores or shares data or information he acquired in an illegal manner or bv which he violates copyrights legal regulations, (b) damages resulting from a failure to provide a continuous Wi-Fi Service or from improper quality of the Wi-Fi Service, not including damages resulting from an intentional breach of contract.

#### 6.4 Events

- 6.4.1 In order to participate in events or exhibitions (hereinafter: Events), Users can purchase an entrance ticket (hereinafter: Ticket) using the System or in person as described in section 3.3.4.
- 6.4.2 The purchase price of Tickets to exhibitions, the applicable discounts and the conditions of such discounts are published by Városliget Zrt. on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a> and posted on the information board at the House of the Hungarian Millennium. The purchase price of Tickets to individual Events is published by Városliget Zrt. on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>, or in case of osite purchase, the employee of Városliget Zrt. also provides visitors with oral information thereof.
- 6.4.3 As a proof for the Agreement on participation at the Event, Városliget Zrt. provides User in case of on-site purchases with a hard-copy Ticket immediately, or in case of online purchase in the System with an electronic Ticket sent to the e-mail address provided by User immediately after concluding the Agreement. In case of purchases made in the System using the user account, the Ticket will also be accessible through User's user account.
- 6.4.4 Under the Agreement on participation at the Event, Városliget Zrt. shall implement the Event as communicated previously and ensure that User is admitted to the Event at the time or in the timeslot specified in the Ticket, in accordance with sections 6.4.5-6.4.6 of these GTA.

#### 6.4.5 Rules concerning Tickets

- (a) The series of numbers and the QR code on the Ticket contain all information necessary for admission.
- (b) Electronic Tickets can be downloaded by Users from their own user accounts and from the e-mail sent to them by Városliget Zrt. in PDF format, then printed or presented on a suitable device. Print Tickets can only be used if the QR code and the series of numbers next to the QR code are duly legible. Any responsibility for consequences and damages resulting from the loss, theft, deficient printing, copying or multiple printing of the print Ticket lies exclusively with User.
- (c) QR codes are checked and invalidated upon admission at the location of the Event by staff members of Városliget Zrt. Tickets are non-nominative, i.e. they entitle their holder to admission only when presenting them for the first time, regardless of the fact whether the person presenting the Ticket is identical with User. Any further attempts to enter will be unsuccessful, the person presenting the Ticket after the first time can be denied admission to the Event. Városliget Zrt. cannot be made liable for any compensation claims if admission is turned down for this reason.
- (d) Certain Tickets can only be used by a certain scope of users (discounted tickets, school group tickets, teachers' tickets, complimentary tickets, etc.). Városliget Zrt. will not check the legitimacy of title upon selling the Ticket, only upon its presentation during the admission process to the given Event. Városliget Zrt. is entitled to deny admission if the holder of the special Ticket fails to prove his legitimacy to use such Ticket. If admission is denied for this reason, neither User, nor the holder of the Ticket in question are entitled to any compensation.
- (e) Tickets are freely transferable, except if Városliget Zrt. had informed User about the prohibition of transfer before the purchase. If the Ticket is transferred, by taking over the ticket, the new holder of the Ticket accepts the regulations of these GTA.
- (f) It is forbidden to resell the Tickets or to conduct any commercial or profit-oriented activity therewith.
- (g) If an Event is cancelled, Városliget Zrt. ensures that Tickets are duly refunded. In cases other than the cancellation of the Event, Tickets cannot be refunded.

- (h) Városliget Zrt. is entitled to set out the method, location and deadline of refunding Tickets. Városliget Zrt. shall publish the information on refunding the Tickets immediately after the planned date of the Event on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>.
- (i) Tickets can only be refunded within the deadline specified by Városliget Zrt., but not later than 30 days from publishing the conditions of the refund, if the original Ticket and the respective proof of purchase are presented.
- (j) Apart from the purchase price paid for the Ticket and eventual handling charges, Városliget Zrt. shall not be liable to pay any compensation for damage or costs. The legitimacy to refund the fee for individual Services eventually purchased together with the Ticket should depend on the fact whether Városliget Zrt. fulfilled the Services in question regardless of the cancellation of the Event.
- 6.4.6 Rules concerning admission to an Event
- (a) Unless indicated in the Ticket otherwise, the Ticket entitles its holder to enter the Event specified therein on a single occasion.
- (b) The starting time indicated on the Ticket is of informative nature.
- (c) Participation at the Event is at his/her own risk of everyone concerned, Városliget Zrt. will not take any responsibility for the behaviour of visitors at an Event.
- (d) The Event shall not be attended while intoxicated, under the influence of drugs or other intoxicants, even in possession of a valid Ticket.
- (e) Events may be subject to video and audio recording that can include all visitors of the Event including User. None of the visitors at the Event are entitled to assert any claims towards Városliget Zrt. on this basis.
- (f) By concluding the Agreement on participation at the Event, User accepts the Visitor Regulations of the Event and the building hosting the Event, and User shall comply with the contents thereof during his visit of the Event. Visitor Regulations are accessible on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>.

(g) Visitors violating the Agreement on participation at the Event, the Visitor Regulations, the instructions of the security service, law enforcement organisation or the staff of Városliget Zrt. can be removed from the area by Városliget Zrt. to ensure a safe implementation of the Event and to guarantee the undisturbed entertainment of visitors at the Event. In case of such removal, Városliget Zrt. will not accept any compensation claims.

#### 6.4.7 Rules on Partner Events

- (a) The GTA is to be applied with the deviations specified in this section to Events not organized by Városliget Zrt. (hereinafter: Partner Events).
- (b) In case of Partner Events, contractual relationship between Városliget Zrt. and User is concluded and maintained concerning the purchase of the Ticket in the System. The Agreement on participation at the Partner Event is concluded between User and the organizer of the Partner Event (hereinafter: Organizer) that qualifies as a consumer contract as each Organiser in legal relationship with Városliget Zrt. is an enterprise.
- (c) Section 6.4.2 of these GTA is to be applied with the deviation that setting the purchase price of the Ticket to a Partner Event is under the sole competence of the respective Organizer.
- (d) Section 6.4.5(c) of the GTA is to be applied with the deviation that upon admission to Partner Event the barcode is checked and invalidated by the staff members of Organizer.
- (e) Section 6.4.5(d) of the GTA is to be applied with the deviation that setting the applicable discounts is under the competence of the respective Organizer and the verification of the legitimacy of the title to the respective discounts is performed by the staff members of Organizer.
- (f) Organizer shall set out the rules concerning the return of Tickets to Partner Event.
- (g) The implementation of a Partner Event in accordance with the previously communicated information is the exclusive responsibility of Organizer. Városliget Zrt. may not be made liable for the improper organization or the cancellation of a Partner Event.

(h) Városliget Zrt. will not take any responsibility for information displayed on the System website or the website of the Service in question regarding a Partner Event that was provided or published by Organizer.

### 6.5 Locker rooms and storage lockers

- 6.5.1 Users with a Liget+ Sport Membership are entitled to use the locker rooms operated by Városliget Zrt. (hereinafter: **Locker Rooms**), in the timeslot and for the time period specified therein.
- 6.5.2 Under the Agreement on using the Locker Rooms, Users with a Liget+ Sport Membership are entitled to use the Locker Rooms, while Városliget Zrt. shall ensure that the Locker Rooms are clean and in a condition suitable for proper use.
- 6.5.3 By entering the Agreement on using Locker Rooms, Users with a Liget+ Sport Membership accept the house rules concerning the use of Locker Rooms. The house rules of Locker Rooms are accessible on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>, and on the information board at the entrance of the Locker Rooms.
- 6.5.4 By entering the Agreement on using Locker Rooms, Users with a Liget+ Sport Membership become entitled subject to availability to use the storage lockers in the Locker Rooms for free.
- 6.5.5 The storage lockers can be opened and closed using a 4-digit PIN-code. By the use of the storage lockers user accepts that
- (a) storage lockers operate with a timed lock system, the doors will open automatically 3 hours after their closure and
- (b) Városliget Zrt. does not take any responsibility for valuables left in the storage lockers.
- 6.5.6 In case of a violation of the house rules of Locker Rooms or damages caused in the Locker Rooms, Városliget Zrt. will demand user to refrain from violating the house rules and the terms of use in the future, and to compensate Városliget Zrt. for the damage caused.

### 6.6 Booking Sports Facilities

## 6.6.1 Booking Sports Facilities

- (a) Users with a Liget+Sport Membership can book timeslots for the use of the artificial turf football pitch and the basketball court located at the Városliget Sports Centre (hereinafter jointly referred to as: **Sports Facility**) in the System and by on-site shopping as described in section 3.3.4.
- (b) The timeslots of the Sports Facility available for booking are displayed on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>. The shortest available timeslot for booking a Sports Facility is 30 minutes, the longest timeslot is 120 minutes.
- (c) The fees for booking Sports Facility are published by Városliget Zrt. on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a> and on the information board at the entrance of the Sports Facilities.
- (d) In case of an in person booking of a Sports Facility at the cashier desk of the House of the Hungarian Millennium, or at the Liget Budapest Visitor Center, the employee of Városliget Zrt. records User's data required for booking a Sports Facility (name, e-mail address).
- (e) The Agreement on booking a Sports Facility expires at the end of the booked timeslot.
- (f) Following payment made in the System, the electronic acknowledgement on booking and the link to the QR code necessary to open the Sports Facility and the Locker Rooms are delivered immediately, with the QR code also being available in the user account of User. In case of on-site booking, the QR code is delivered upon the payment to the e-mail address specified by User during the purchase transaction. User shall be responsible for any damages resulting from the inaccuracy of the e-mail address.
- (g) The QR code can be shared with the persons under section 6.6.2 (d).
- (h) It is forbidden to resell the QR code or to conduct any commercial or profit-oriented activity therewith.
- 6.6.2 Rules of using the Sports Facility

- (a) Unless User is informed by Városliget Zrt. otherwise, the QR code will allow admission to the Sports Facility in the booked timeslot of the respective Sports Facility, as well as for 15 minutes prior to that timeslot.
- (b) The User is entitled to use the Sports Facility only during his booked time slot.
- (c) Sports Facility can be used by User and the persons holding the QR code shared or transferred by User exclusively at their own risk. Városliget Zrt. is not responsible for the behaviour of the users of the Sports Facilities.
- (d) The User booking a Sports Facility is also responsible for eventual damages caused by other players (teammates) using the Sports Facility. If User can name the player (teammate) causing the damage, they will be jointly liable for the damages caused.
- (e) The Sports Facility cannot be entered while intoxicated, under the influence of drugs or other intoxicants, even in possession of a valid booking.
- (f) By booking a Sports Facility, User accepts the house rules of the Sports Facility and shall comply with these regulations during the time of his stay at the Sports Facility. The house rules of Sports Facilities are published by Városliget Zrt. on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a> and on the information board in the area of the Sports Facilities.
- (g) Users and other players using the Sports Facility that violate the Agreement, the house rules or the instructions of the security service, law enforcement organisations or the staff of Városliget Zrt. can be removed from the area by Városliget Zrt. to guarantee the undisturbed activity of other players using the Sports Facilities. In case of such removal, Városliget Zrt. cannot be obliged to return the fees paid or pay any compensation.
- (h) In case of a violation of the house rules of Sports Facility or of the Locker Rooms or damages caused in the Sports Facility or the Locker Rooms, Városliget Zrt. will demand User to refrain from violating the house rules and the terms of use in the future and to compensate Városliget Zrt. for the damage caused.
- 6.6.3 Unforeseeable unavailability of a Sports Facility

- (a) In case a Sports Facility cannot be used for unforeseen reasons, Városliget Zrt. shall ensure that the fee paid for booking the Sports Facility is duly refunded. The parties shall consider especially the following circumstances as unforeseen reasons: damage to or maintenance of the Sports Facility, replacement of the artificial turf, the prevention of accident risk, extraordinary weather conditions or force majeure circumstances. Apart from the reasons above, a refund of the fee paid for booking the Sports Facility cannot be claimed.
- (b) Városliget Zrt. shall inform Users with a valid booking about the unavailability of a Sports Facility on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a> and/or via e-mail.
- (c) Városliget Zrt. can choose the method, location and deadline of refunding the fee paid for booking the Sports Facility. Városliget Zrt. is to publish the information on refunding the fee paid for booking the Sports Facility on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a>.
- (d) Apart from refunding the fee paid for booking the Sports Facility and eventual handling charges, Városliget Zrt. cannot be made liable to pay any compensation for damages or costs.

# 7. Products

- 7.1 User can purchase the physical products (hereinafter: Products) sold by Városliget Zrt. and described on the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a> in details only in person as described in section 3.3.
- 7.2 The term of the Agreement on purchasing the Product in question commences with the payment of the purchase price of the Product and terminates upon its fulfilment by both parties.
- 7.3 The purchase price of the Product is published by Városliget Zrt. in the website <a href="https://ligetplusz.hu/">https://ligetplusz.hu/</a> and on the information board posted at the location specified in section 3.3.4 hereunder.
- 7.4 Upon entering the Agreement on purchasing the Product, User shall acquire ownership of the Product in question.

7.5 In connection with the Product Városliget Zrt. has a general guarantee obligation as required by the prevailing legal regulations. The guidelines on product quality requirements and product warranty represent Appendix 1 of these GTA.

# 8. Liability

- 8.1 In case of a violation of the Agreement, Városliget Zrt. is only liable for damages caused intentionally or with gross negligence. The extent of liability for damages caused with gross negligence cannot exceed the amount paid by User to Városliget Zrt. under the Agreement.
- 8.2 Városliget Zrt. does not have any responsibility for any damage or abuse occurring during or resulting from bank card payments.
- 8.3 Városliget Zrt. does not have any responsibility for damages caused by actions of User or third parties violating contractual or legal regulations or by their negligence.
- 8.4 Should User or Városliget Zrt. not be able to comply with their contractual obligations because of war, riots, acts of terrorism, strikes, accidents, fires, blockades, floods, natural disasters, serious disturbances in power supply or other unforeseeable and unavoidable circumstances beyond their competence, the party affected cannot be made liable for any damages resulting from the respective circumstances.

# 9. CUSTOMER'S RIGHT OF WITHDRAWAL

9.1 In accordance with section 1) of paragraph (1) of § 29 of the Government decree No. 45/2014. (II. 26.) (hereinafter: **Government decree**), User cannot exercise his right of withdrawal or right of cancellation with respect to the agreements concluded on the purchase of Tickets to Events as described in section 6.4. of these GTA and on the booking of Sports Facilities as described in section 6.6. of these GTA if the Ticket or the Sports Facility booking is valid for a given time/timeslot (day).

9.2 Based on paragraph (1) of § 20 of the Government decree, with respect to agreements on Memberships as described in section 4. of these GTA, Users are entitled to a right of withdrawal (without a requirement for justification) for 14 days after the date of concluding such Agreement.

User can exercise his right of cancellation as defined in this present section by filling out the sample declaration of cancellation in Appendix No. 2 of these GTA or by send a clear statement of his intention. to terminate. User can send the completed and signed declaration in a scanned format via e-mail to the e-mail address of Városliget Zrt. as specified in section 1.1.

Based on paragraph (1) of § 26 of the Government decree User is to pay a fee proportionate with the service provided by Városliget Zrt. until the notification of Városliget Zrt. about such cancellation, the rest of the fee paid upon concluding the Agreement (not including the one-off administration fee) is to be refunded by Városliget Zrt.

9.3 Városliget Zrt. can enforce any reasonable costs incurred as a result of User exercising his right of withdrawal and cancellation based on the Government decree

# 10. Data Management

10.1 Városliget Zrt. shall manage User's data in accordance with the provisions of Act No. CXII. of 2011 on the Right of Informational Self-Determination and on Freedom of Information, Act No. CVIII. of 2001 on certain issues of electronic commerce activities and information society services and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. Detailed rules on data protection and data management of Városliget Zrt. are included in the Privacy Notice.

# 11. Complaint management, consumer organisations in charge

- 11.1 The current Customer Service Notification and Complaints Handling Rules of Városliget Zrt. will be published on the following website (www.ligetbudapest.hu).
- 11.2 The registered office of Városliget Zrt., the location, postal address, electronic reporting interface and Internet address of the complaints office related to the Liget Budapest Services are specified in Section 1.1 of the GTA. The website, address and contact details of Városliget Zrt. Liget+ Services, the electronic reporting interface, the postal address of the Liget+ Services complaints office can also be found in section 1.1. of the GTA.
- 11.3 Városliget Zrt. has not subjected itself to the Code of Conduct under the Act on the Prohibition of Unfair Commercial Practices against Consumers.
- 11.4 Name of the competent conciliation panel based on the seat of Városliget Zrt.:The Budapest Conciliation Board, operated by the Budapest Chamber of Commerce and Industry; seat 1016 Budapest, Krisztina krt 99., telephone number: 06-01-488-2131; e-mail: <a href="mailto:bekelteto.testulet@bkik.hu">bekelteto.testulet@bkik.hu</a>; honlap: bekeltet.bkik.hu.. The competence of the conciliation panel includes the settlement of any matters of dispute between the consumer (natural person User) and the business (Városliget Zrt.) concerning the quality, safety of the product, the application of product liability regulations, the quality of service, furthermore concerning the conclusion of and compliance with the agreement between the parties (consumer disputes) out of court. The conciliation panel will try to reach a settlement between the parties, or, should it fail to do so, makes a decision in the subject matter to ensure that consumer rights are enforced in a simple, quick, effective and cost-efficient manner. By the request of the consumer or the business affected, the conciliation panel provides advice concerning rights and responsibilities of the consumer. The conciliation panel is an independent body operating alongside the regional (metropolitan) chambers of commerce and industry.

# 12. Closing regulations

12.1 Upon providing his services, Városliget Zrt. can use the services of subcontractors. Városliget Zrt. is responsible for the services of its subcontractors as if those were provided by himself.

12.2 In matters not regulated by these GTA, Act No. V. of 2013 on the Civil Code and other relevant legal regulations shall mutatis mutandis apply.

# 13. Appendices

Appendix 1: Information on warranty for material defects and product warranty

Appendix 2: Cancellation form

### Appendix 1: Information on warranty for material defects and product warranty

### 1. Warranty for material defects

1.1 In what cases can you exercise your right to warranty for material defects?

In the event of defective performance by Városliget Zrt, you may enforce a warranty claim for material defects against the company in accordance with the provisions of the Civil Code.

1.2 What rights do you have based on your warranty claim for material defects? Under your warranty claim for material defects, you can choose to request repair or replacement unless the performance of the chosen remedy for breach of warranty for material defects is impossible, or if it would result in disproportionate additional costs to the obligor's business compared to satisfying a different claim. If you have not requested or were not entitled to request repair or replacement, you may claim a pro rata reduction of the consideration or you may repair the defect yourself or have it repaired by somebody else at the obligor's expense, or may ultimately withdraw from the contract. You may switch from the chosen remedy for breach of warranty for material defects to another remedy, but you will have to pay the costs caused to the obligor by the switch, unless the obligor caused the switch or the switch was otherwise justified.

1.3 What is the deadline for you to enforce your warranty claim for material defects? You must report the defect immediately after it is discovered, but no later than within two months after the defect is discovered. Please note, however, that you can no longer exercise your warranty rights for material defects beyond the limitation period of two years from the performance of the contract.

1.4 Against whom can you enforce your warranty claim for material defects?

You can enforce your warranty claim for material defects against the business concerned.

1.5 What are the other conditions for enforcing your warranty rights for material defects? Within one year of performance, there are no conditions other than the notification of the defect to enforce your warranty claim, if you can prove that the product or service was provided by Városliget Zrt. However, after one year from the date of performance, you must prove that the defect you detected already existed at the time of performance.

#### 2. Product warranty

- 2.1 In what cases can you exercise your right to product warranty? In the event of a defect in a movable thing (product), you may, at your option, enforce the right or product warranty claim specified in point 1.
- 2.2 What rights do you have based on your product warranty claim? As a product warranty claim, you can only request repair or replacement of the defective product.
- 2.3 In which case is the product considered defective? A product is defective if it does not comply with the quality requirements applicable at the time of placing the product on the market, or if it does not have the characteristics indicated in the description provided by the manufacturer.
- 2.4 What is the deadline for you to enforce your product warranty claim? You can enforce your product warranty claim within two years of the product being placed on the market by the manufacturer. Upon expiry of this period, you will lose this right.
- 2.5 Against whom and under what conditions can you enforce your product warranty claim?

You can enforce a product warranty claim solely against the manufacturer or distributor of the movable thing. You must prove the defect of the product if you want to enforce a product warranty claim.

2.6 In which cases is the manufacturer (distributor) exempted from its product warranty obligation?

The manufacturer (distributor) is only exempted from their product warranty obligation if they can prove that:

- they have not produced or distributed the product within their company's business activities; or
- the defect was not recognizable in the light of current scientific and technical knowledge at the time of

placing on the market, or

- the defect was not recognisable given the state of scientific or technical knowledge when the product

was placed on the market.

It is sufficient for the manufacturer (distributor) to prove a single reason for exemption.

Please note that you cannot enforce a warranty claim for material defects and a product warranty at the same time, in parallel, for the same defect. However, if your product warranty claim is successfully enforced, you can enforce a warranty claim for material defects against the manufacturer for the replaced product or the repaired part.

# **Appendix 2: Notice of Termination**

To: Városliget Ingatlanfejlesztő Zrt. (registered address: 1146 Budapest, Dózsa György út 41.; phone
number: +36 (1) 374-3131; e-mail address: <u>info@ligetbudapest.hu</u> )
I, the undersigned, hereby state that I/we will exercise my/our right to terminate the contract for the provision of the following service:
Definition of service:
Date of contract:
User's / Users' name:
User's / Users' address:
User's / Users' signature:
(if notice is made in paper form)
Dated: (place), (day) (month) (year)