

## GENERAL CONDITIONS OF USE

### I. General data

1. Website address of the current GCU (hereinafter referred to as Website/Webpage):  
<http://creacity.hu>
2. **Operator of the Website:**  
Name: CreaCity Service Limited Liability Company  
Seat: 1118 Budapest, Budaörsi út 21  
Registration number: 01-09-280805  
Registered by: Company Registry Court of Budapest-Capital Regional Court (Hungary)
3. **Service Provider:**  
CreaCity Ltd. that operates the Website and can provide services through it.
4. **User:**  
A natural person, a legal person, an unincorporated business organization or other person, entity that accesses the Website or, if possible, registers and accesses the Services available on the Website, uses the functions of the Website.

### II. Terms of Use

1. The User accepts the terms set out here by visiting the Site and by using a function thereof.
2. On the Website of CreaCity Ltd., all pictorial, textual and other content and their layout, as well as trademarks, logos, characters and service marks displayed on the Website, as well as any other intellectual work on the Website are under legal protection of copyright, trademark or other intellectual property rights and CreaCity Ltd. shall have the exclusively right to the use thereof.
3. User is entitled to browse the Website and reproduce the extracts from its content by printing, saving on hard disc and for the purpose of transferring it to other persons. The condition for the exercise of this right is that User leaves copyright and other legal protection declarations intact and indicates CreaCity Ltd. as the intellectual property holder on the reproduced material. The content of the Website cannot be used in the way, at the scale or to the extent other than the cases of free usage defined by Act LXXVI of 1999 on copyright and the User shall comply with the Copyright Act when visiting and using the Website.
4. Reproduced versions of any part of the Website shall not be utilised via purchase or for profit, shall not be modified or used in other work, publication or website.
5. The content of this Website shall not in any case be interpreted as granting anyone the right to use or authorise any use of the works displayed on the Website under the protection of trademark or copyright. In addition to the exceptions specified in this Terms of Use, (unauthorised) use of trademarks displayed on this Website or included in any content available on the Website is strictly prohibited for the User. We also inform the User that CreaCity Ltd., to the extent permitted by law, fully enforces its intellectual property rights.
6. Any non-personal communication or other material, including any data, question, comment, suggestion or the like, transmitted to the Website by the User through electronic mail or other means of communication, are not classified as confidential or protected information, and are treated accordingly by CreaCity Ltd. Any information or data transmitted to or available as entry on the Website is the property of CreaCity

Ltd. and can be used for any purpose, including but not limited to reproducing, transferring, forwarding, publishing, broadcasting and posting. CreaCity Ltd. has full right to use any ideas, works of art, inventions, developments, suggestions or concepts included in any communications transmitted to the Website by the User, for any purpose (including, among others, the development, production, promotion or marketing of the products). The party transmitting the information is not entitled to any reconsideration for such uses. By transmitting the information, the User warrants that he or she is the sole right-holder of the material/content concerned, such material/content is not offensive and its use by CreaCity Ltd. does not violate third party's rights or any governing laws. During the use of the Website, CreaCity Ltd. is not obliged to use the information provided there.

### **III. Accuracy, completeness and timeliness of data**

1. CreaCity Ltd. makes every reasonable effort to ensure the accuracy and completeness of the information available on the Website and does not assume any liability for any damage resulting from possible inaccuracy or lack of data or information on the Website. The User can only rely on the materials and information available on the Website exclusively at his or her own risk. The User acknowledges that monitoring any changes to the materials, information and data available on the Website is also his or her responsibility.
2. The information, data and conditions displayed on the Website are provided exclusively for giving information, CreaCity Ltd. shall not be liable for any damage or cost resulting from their completeness or accuracy. CreaCity Ltd. is not liable for any damage, losses or costs generated by the use, inability to use, inadequate operation, malfunctions of the Website, unauthorised modification of the data by anyone, or arising from delayed transmission of information, computer viruses, line or system failure, or other similar reasons.

### **IV. Automatically collected information**

1. During a visit to the Website, one or more cookies - that is, a small file containing a string of characters - can be sent to the User's computer, which will allow its browser to be individually identified. These cookies will only be sent to the visitor's computer in case of visiting some sub-pages, so no other information than the fact and time of the visit will be stored on the Website. Third-party service providers, including Google, will store these cookies if the User has previously visited the advertiser's website, and, based on this, the User will be provided advertisements on the Internet websites of external service providers, including Google.
2. Cookies and their use are subject to a separate Cookie Terms of Use available on the Website.

### **V. Protecting Personal Data**

1. The visit to the Website of CreaCity Ltd. is not subject to registration and the User does not give his or her personal data either. However, the possibility of registration is provided, so if any personal data is made available to CreaCity Ltd., it will be processed by the controller according to the Directive of the European Parliament and the Council on the protection of natural persons with regard to the processing of personal data, and the Regulation (EU) 2016/679 on repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as GDPR) and Act CXII of 2011 on Informational Self-Determination and Freedom of Information (hereinafter referred to as Privacy Act), and according to the Company's Data Processing Policy regarding the data processing on its online surface published on its Website.

2. CreaCity Ltd. processes all data received through the Internet with the same protection as if they had been made otherwise available to it.

## **VI. Warranty and Limitation of Liability**

1. User has sole and exclusive responsibility for the use of the Website.
2. CreaCity Ltd. provides this Website on the bases of “As Is” and “As Available”, therefore CreaCity Ltd. does not give any, whether express or implied, warranty based on legislation or anything else (for example, on marketability, suitable quality or fitness for a particular reason) regarding the completeness, accuracy, reliability, timeliness, legal clarity, disconnection or error, the virus protection on the website, the accuracy or reliability of advice or opinions obtained through the Website. Therefore, CreaCity Ltd. expressly refuses the statements and warranties thereof.
3. CreaCity Ltd. reserves the right to limit, suspend, or terminate access to any part or all of this Website or any of its functions at any time without prior notice.
4. CreaCity Ltd. and/or third-parties involved in creating or producing the Website or making it available on behalf of CreaCity Ltd. do not assume liability for any direct, incidental, consequential, indirect, special or sanctioned damage, cost, loss or obligation arising from access to this Website or other website accessed through a link from this Website, as well as their use, inability to use, the changes in their content, or - to the fullest extent permitted by law - from measures taken or not taken by CreaCity Ltd. based on electronic mail sent to CreaCity Ltd. by User.
5. CreaCity Ltd. and/or third-parties involved in creating or producing the Website or making it available on behalf of CreaCity Ltd. are not obliged to maintain, correct or update the materials and services available on the website. Content on the Website may change without prior notice.
6. CreaCity Ltd. does not assume liability for any damage to or loss due to viruses in the User’s computer or anybody’s property resulting from the use of the Website, access to the Website or the downloading of any material from the Website. Users shall download any material from the Website at their own risk.
7. User expressly waives of any claim against CreaCity Ltd. and its officers, managers, employees, suppliers and programmers resulting from the use of or access to the Website, to full extent provided by the governing law.

## **VII. Other and Final Provisions**

1. User shall not engage in activity deemed inappropriate within the discretion of CreaCity Ltd. and/or unlawful or prohibited according to any legislation related to the Website.
2. CreaCity Ltd. acting within its scope of authority shall have the right to unilaterally modify this legal information at any time in any way without any obligation to notify users in advance. Any such modification comes into effect by its publication on the Website.
3. By visiting this Website, Users express their consent to be bound by the GCU.
4. If any provision of this GCU becomes void or becomes ineffective later, this provision shall not affect the other provisions of the GCU.
5. The present GCU will enter into force on the day of publication by CreaCity Ltd.

Budapest,2018. 08. 01.