

**General Terms and Conditions**  
**Predion Kft.**

**1. Subject Matter, Purpose, Scope and Amendment of the Predion User General Terms and Conditions**

- 1.1. These Predion User General Terms and Conditions (the "**GTC**") set out the terms and conditions governing the use and utilisation of the Service provided through the Predion application and/or system operated by PREDION Korlátolt Felelősségű Társaság (registered seat: H-2724 Újlengyel, Dózsa György utca 11.; company registration number: 13-09-246197) (the "**Service Provider**").
- 1.2. The purpose of the service provided under these GTC is to enable users of the Service, by using the Predion application/system operated by the Service Provider, to make predictions in the application regarding the results of sports events and other events related to sports events, to participate in prediction competitions with other users of the system/mobile application, to create groups for prediction competitions and invite other persons to such groups, and to monitor the status and results of sports events. In the future, (in time depending on subscription status), the mobile application may also enable users to access news, statistics, forecasts and other information relating to sports events, teams and athletes. In the future, the system/mobile application may also provide the possibility to subscribe for additional features and to make one-off purchases. In the currently available version of the Predion mobile application/system, users are not able to subscribe or carry out any other purchases; however, Predion plans to make such features available to its users in the near future. Since such features are currently not available, the information or provisions in these GTC relating to subscriptions or any other purchases shall become effective (as amended where necessary) only if such features become available to users.
- 1.3. These GTC, together with any amendments thereto, shall remain in force until revoked or until new GTC enter into force.
- 1.4. The scope of the GTC extends to every legal relationship established between the user and the Service Provider by registration in the Service Provider's Predion system through the Predion application or the website, and determines the rights and obligations of the parties and other circumstances in connection with the use of the Predion system and application and the use of the Service. The GTC constitute an express and inseparable part of the legal relationship between the Service Provider and the user, unless the Parties expressly exclude, by mutual written agreement at the time of establishing the legal relationship or during its term, the applicability of the GTC in whole or of any provision thereof. If the applicability of certain provisions is excluded, the remaining provisions of the GTC shall continue to form part of the legal relationship between the Parties.
- 1.5. Matters not regulated in these GTC, as well as the interpretation of these GTC, shall be governed by Hungarian law, in particular the relevant provisions of Act V of 2013 on the Civil Code (the "Civil Code") and Act CVIII of 2001 on Certain Issues of Electronic Commerce

Services and Information Society Services (the "E-Commerce Act"). If, in relation to the user, the law of the state of the user's domicile or registered office contains mandatory legal provisions from which no derogation is permitted and which apply to the relevant legal relationship, such provisions may apply in addition to, supplementing or, where necessary, departing from the provisions of these GTC. All mandatory provisions of applicable laws shall apply to the Parties without any separate stipulation. The Predion application/system shall currently be used only by users in Hungary.

- 1.6. The Service Provider shall be entitled to amend the GTC unilaterally if this is justified by a change in legislation, a technical or security reason affecting the operation of the Service, the introduction of a new service feature or the discontinuation of an existing feature, or a material change in circumstances affecting the conditions for use of the Service. Such reasons may include, in particular but not exclusively, changes in the Service Provider's contractual partners, changes in the business circumstances of the service provided by the Service Provider, the introduction of the service in new countries, or changes in taxation circumstances. By unilaterally amending the GTC, the Service Provider shall also be entitled to amend the subscription fees and any other fees payable by the user as specified in the GTC. A unilateral amendment by the Service Provider of the provisions relating to subscription and other fees shall be deemed, in particular but not exclusively, to be an amendment based on justified grounds or material circumstances if it occurs once within one year and does not exceed by more than 10 percentage points the official annual average consumer price index change established for the previous year with respect to the currency serving as the basis for determining the subscription fee (an increase higher than this or more frequent than this may also qualify as an amendment based on justified grounds or material circumstances).

The Service Provider shall send an in-app notification or e-mail to the affected users before the amendment enters into force. The notification must clearly contain the effective date (which may not fall within an unreasonably short period after the notification is sent) and the accessible, retrievable version of the GTC.

The amended GTC shall become applicable on the date of entry into force.

If the user does not agree with the amendment, the user shall be entitled to delete their user account free of charge until the amendment enters into force, in accordance with the GTC. If the user does not delete their user account before the amendment enters into force, the user shall be deemed to have consented to the amendment of the GTC.

- 1.7. By registering in the Predion system/application, the User expressly accepts the provisions of these GTC and acknowledges them as binding upon themselves. If the User does not accept the terms, the User shall not be entitled to use the Predion application/system.
- 1.8. These GTC are continuously available through the Predion application and on the Service Provider's website at [www.predion.eu/terms](http://www.predion.eu/terms).
- 1.9. The structure of these GTC and the division of their chapters are for informational purposes only and serve easier readability; they shall have no effect on the interpretation of the GTC.

- 1.10. The Service Provider informs the user that it has not submitted its service activity to any code of conduct.
- 1.11. The Service Provider's activity is not subject to licensing under applicable law.

## **2. Service Provider Information**

Name of Service Provider: PREDION Kft.  
Registered seat of Service Provider: H-2724 Újlengyel, Dózsa György utca 11.  
Contact details of the Service Provider and the regularly used electronic mail address for communication with Users: info@predion.eu  
Telephone number: +36 1 249 5992  
Company registration number: 13-09-246197  
Tax number: 33016825-1-13  
Name of registering authority: Company Court of the Budapest Environs Regional Court  
Website: www.predion.eu  
Language of the contract: English  
Name of hosting provider: Google Ireland Limited  
Address of hosting provider: Gordon House, Barrow Street, Dublin 4, Ireland  
Telephone number of hosting provider: +353 1 436 1001  
E-mail address of hosting provider: support@google.com  
Website of hosting provider: www.google.com

## **3. General Provisions**

- 3.1. The Service Provider shall be entitled to modify the Service, the content of the Predion application and certain functions of the Predion system if this is justified by a change in legislation, security or technical reason, the introduction of a new function or the discontinuation of an existing function, or a business need affecting the operation of the Service. The Service Provider shall be entitled to discontinue the provision of the Service, provided that users are notified in advance of the discontinuation and any service transactions already commenced or in progress are completed by the time of discontinuation or the consideration paid for them is refunded. No claim for compensation or damages may be asserted in connection with the discontinuation. The Service Provider shall be entitled to suspend the provision of the Service temporarily, in particular due to maintenance, system update or security reasons. If the suspension is expected to last for a longer period, the Service Provider shall notify users in advance of the planned suspension by in-app message or e-mail. In particular in the case of extraordinary failures requiring immediate intervention or shorter suspensions, the Service Provider shall also be entitled to suspend the Service without prior notice. During the period of suspension, the Predion system/application or certain functions thereof are unavailable. No claim for compensation or damages may be asserted in connection with the suspension.
- 3.2. By accepting these GTC, the Parties undertake to inform each other without delay if any significant fact, data, circumstance or information closely related to the use of the Service

or to contractual performance arises. The user shall fulfil any notification, reporting or information obligation through the user account where such function is available, otherwise by telephone or by e-mail sent to [info@predion.eu](mailto:info@predion.eu), and the Service Provider shall fulfil such obligation through the Predion application or by e-mail sent to the e-mail address provided by the user. All legal consequences of any omission shall be borne exclusively by the Party in default.

- 3.3. In order to verify compliance with the provisions of the GTC, the Service Provider shall be entitled at any time to check the user's use of the Predion system/application, and to record and properly document the related data.

#### **4. Technical Requirements for Using the Service; Service Platforms**

- 4.1. The Service Provider's Predion application is available on smartphones and tablets running Android (supported versions from Android 10) or iOS (supported versions from iOS 15).
- 4.2. The website related to the Service is available at [www.predion.eu](http://www.predion.eu). The website contains information concerning the Predion system/application, may provide make the use of the Predion system possible, and registration through the website may become possible in the future.
- 4.3. If the Service Provider creates or operates social media pages related to the service, such social media pages primarily provide supplementary information and notices in connection with the Predion system/application and its activities. Communication and correspondence conducted there shall not be regarded as an official channel for making legal declarations; the Service Provider can primarily be contacted through the designated e-mail address. If the user has registered with their account on the relevant social media page, by accepting these GTC the user acknowledges and accepts all rules of the given social media page concerning its operation and the fact that the Service Provider has no influence whatsoever over the policies or operation of the social media page and cannot be held liable, either directly or indirectly, in this respect. The privacy policies and practices of social media pages and the related user consents shall be governed by the provisions of the relevant social media page.
- 4.4. Predion reserves the right to make access to certain existing or new functions, and the use of the Predion system/application in a manner different from that of non-paying users, conditional upon a user subscription or the payment of other fees by the user.

#### **5. Formation of the Contract under the GTC**

- 5.1. The GTC, as a contract concluded for an indefinite period between the Service Provider and the user, are naturally formed upon acceptance as a mandatory element of registration after downloading the Predion application or, in the future, during registration through the Website. Acceptance of the GTC is possible only electronically. Upon successful

registration, an electronically concluded contract concerning the use of the Predion system is formed between the parties, which the Service Provider confirms to the user by e-mail sent to the address provided by the user. The contract does not qualify as a written contract; therefore, the Service Provider does not file it and it will not be accessible subsequently. The language of contract formation is English.

- 5.2. By accepting the GTC, the User obtains the right to use the Service and the Predion system/application (in the future, to the extent depending on the User's subscription status).
- 5.3. Owing to the nature of use of the Predion system/application, it is an essential condition that the user have the technical device necessary for proper use; the user is solely responsible for this circumstance and warrants it. The Service Provider excludes its liability for any damage arising from unlawful use of the Service or of the technical device used to access the Service.
- 5.4. Personal, billing and other data relating to the user provided during registration or thereafter in the user account are conditions for the use of the Service and are indispensable for communication between the parties. The user shall at all times verify and ensure the correctness, truthfulness, completeness, effectiveness, validity, updating and correction of any data provided by the user in the Predion system/application; this is exclusively the user's responsibility, and all legal consequences arising from or in any way connected with any failure to do so shall be borne exclusively by the user. Until notice to the contrary, the data recorded in the Predion system shall be deemed effective.
- 5.5. The user shall ensure the truthfulness, accuracy and completeness of the personal, billing and other data provided to the Service Provider. The user declares that the data recorded for them are true and correspond to reality, and do not infringe the rights or legitimate interests of the Service Provider or any third party. If the Service Provider becomes aware that the data provided by the user are untrue, incomplete or have unlawful content, the Service Provider shall be entitled to refuse to provide the Service, restrict or delete the User Account, and apply further legal consequences specified in these GTC and applicable laws.
- 5.6. The Service Provider shall be entitled to verify the truthfulness, correctness and completeness of the data provided in the user account and other circumstances necessary for the use of the Service if this is justified for the lawful, secure or contractual provision of the Service. Upon written request by the Service Provider, the user shall provide the requested data or documents certifying such data to the Service Provider within a reasonable time limit, but no later than within 30 days. If the user fails to comply with the verification obligation, or if the data provided are untrue, incomplete or unlawful, the Service Provider shall be entitled to restrict or terminate the provision of the Service and delete the user account. The user may not assert any claim for damages or compensation in connection with this, unless the damage was caused for a reason imputable to the Service Provider.

The Service Provider shall be entitled or obliged to take the necessary official or legal steps in the cases prescribed by the laws in force.

- 5.7. Only a natural person having full legal capacity, acting in their own name and having reached the age of 18 may conclude the GTC. By concluding the contract, the user declares that they are entitled to conclude the contract and are not subject to any legal impediment excluding or restricting contract formation.

## 6. Use of the Predion System/Application

### 6.1. Registration

- 6.1.1. The Service provided by the Predion system/application is available to all users who download the Predion application or use it through the website, accept all provisions of these GTC during registration, and read and acknowledge the Service Provider's Privacy Policy, which is available at [www.predion.eu/privacy](http://www.predion.eu/privacy). In order to use the Predion system/application, the user must have reached the age required under the law applicable to that user for use of the Predion system/application, but in any event at least 18 years of age. By accepting these GTC, the user declares that they meet this condition.

- 6.1.2. Registration is possible in the following ways:

- **direct Registration** is carried out through the registration tab on the home screen in the Predion application or website. Registration requires, among other things, the provision of an e-mail address in the appropriate format, to which the system sends a validation link. Successful registration requires the provision of other data requested by the system (e.g. country, username), acceptance of these GTC and the Privacy Policy, making an age declaration, and confirmation of the registration by clicking the validation link sent to the e-mail address provided during registration. After successful registration, mandatory and optional data may be provided for use of the functions of the Predion application.
- **Google connect:** by logging in with a personal Google user account. This registration method is available to persons who already have a Google account. From the registration screen it is possible to proceed by clicking the "Google" icon, where registration takes place by clicking on the selected Google account. Successful registration requires the provision of other data requested by the system (e.g. country, username), and acceptance of these GTC and the Privacy Policy, as well as making an age declaration. After successful registration, mandatory and optional data may be provided for use of the functions of the Predion application.

The User expressly acknowledges that if they delete their Google user account, the Predion system will thereafter be accessible only until they log out of it, after which it will not be possible to access the Predion User Account. The User Account shall not, however, be deemed deleted; deletion must in all cases be requested separately from the Service Provider in accordance with these GTC.

- 6.1.3. The User shall ensure that the e-mail address provided during registration remains valid and operational throughout the entire period of use of the Service. If the user's e-mail

address ceases to exist or the user is no longer entitled to use it, the user may notify the Service Provider of this fact for the purpose of terminating the User Account and may carry out a new registration with a new e-mail address in accordance with the provisions of the GTC. Maintaining the validity of the e-mail address and regularly checking the related mailbox shall be the exclusive responsibility of the user. The Service Provider shall not be liable for legal consequences arising from the deactivation, termination or other unavailability for any reason of the mailbox belonging to the provided e-mail address. If the Service Provider becomes aware that the e-mail address recorded by the user is inactive or invalid, it shall be entitled to deactivate or delete the relevant user. Registration may be made once with one e-mail address.

- 6.1.4. After full and successful registration, the user shall be entitled to use the free functions of the Predion system.
- 6.1.5. After Registration, in the future the next step in building the profile may be registration of a payment method, which may be carried out optionally if the user wishes to use any service(s) available under a Subscription that the Service Provider may offer in the future.
- 6.1.6. A condition for using any services of the Predion system/application that may be available for consideration (e.g. Subscription Fee) is that the user also provide billing data.

## **6.2. User Account**

- 6.2.1. After successful and full registration, the user may subsequently log in at any time using the provided e-mail address and password and use the Predion application.
- 6.2.2. Maintaining the confidentiality of the User Account is the user's responsibility and exclusively their obligation. The User expressly assumes responsibility for all activities carried out in connection with or through their user account. The user shall notify the Service Provider without delay of any unauthorised access to, use of, or other security breach affecting the User Account.
- 6.2.3. The user account may be deactivated or, as the case may be, deleted by the Service Provider, and the user may be banned from the Predion system. The Service Provider shall also be entitled to delete the user account if the user has not used the Service for a continuous period exceeding two calendar years.
- 6.2.4. Deleting the Predion application from a smart device does not terminate the user's user account, i.e. it is not deleted. If the user wishes to delete their user account, they may do so in the Predion application by pressing the "Delete Account" button in the "PROFILE" menu. The Service Provider shall in all cases examine the deletion request without delay and shall duly fulfil it in accordance with the laws and the Privacy Policy no later than within 30 days, unless it is obliged to reject the request for any reason. The Predion system remains active until the user account is deleted.

- 6.2.5. The Service Provider shall not be liable for any damage arising from improper use by the User of the mobile application, the Predion system or Service, or the devices necessary for using them. Similarly, the Service Provider shall not be liable for damage arising from the user's failure to carefully choose a secure environment necessary for using the service. The Service Provider shall not be liable for damage caused by viruses, malware or other similar infections occurring on the user's own IT devices, including smartphones.
- 6.2.6. The Service Provider shall not be liable for damage caused by an unavoidable external cause or circumstances outside the Service Provider's control, e.g. power outage.

## **7. Service Fee: Subscription Fee**

- 7.1. The Service Provider currently does not charge a subscription fee for the services it offers on the Predion system/application. After successful registration, the User becomes entitled to use certain basic functions of the Predion system/application free of charge, while access to other options may in the future be subject to prior payment by the Service Provider (the "Subscriptions").
- 7.2. The description of the services provided under the individual Subscriptions and their functions will be available on the website if they are introduced. Users purchasing a Subscription may access the Subscription for their own personal use from the successful sending of their payment data to the Service Provider or the relevant external third party and completion of the payment process. The fee payable by the relevant user to the Service Provider and, where applicable, to a third-party external partner for the individual Subscriptions shall hereinafter be referred to as the "Subscription Fee"). By paying the Subscription Fee, the user declares that they request the Service Provider to commence performance of the service contract relating to the relevant Subscription before expiry of the 14-day period from the conclusion of the contract (the period relating to the right of termination without giving reasons set out in Annex 1).
- 7.3. The full amount of the Subscription Fee includes all costs relating to the billing period.
- 7.4. The Service Provider may from time to time offer special promotional packages, content or memberships, including products or services of external parties together with or through the service. The Service Provider shall not be liable for products and services provided by such external parties.
- 7.5. The Service Provider reserves the right to introduce Subscriptions at any time, to make services previously provided free of charge conditional upon payment of a Subscription Fee or other fee or cost, and to modify the functions and content provided as part of the Subscription at any time and for any reason.
- 7.6. The Service Provider may withdraw or suspend a Subscription in whole or in part at any time and for any reason. In such case, the Service Provider shall not be obliged to maintain or permit further access to such Subscription(s).

- 7.7. By subscribing to a Subscription, the User expressly and irrevocably instructs and authorises the Service Provider to automatically debit, through the service provider used by the Service Provider when due, the Subscription Fee for the relevant Subscription, including any related other payment obligation, from the bank card provided. The Service Provider expressly accepts the instruction and authorisation.
- 7.8. The Subscription Fee shall be settled in the lawful currency of Hungary, forints (HUF); the prices are gross prices payable by the user in consumer transactions.
- 7.9. The Service Provider assumes no liability whatsoever for the services provided by the financial service provider.

## **8. Breach of Contract, Immediate Termination of the GTC by the Service Provider, Consumer's Right of Withdrawal**

- 8.1. If the Service Provider becomes aware that the user's activity is unlawful in any manner or for any reason, in particular if it is contrary to the GTC, the contract, law, official requirements or any other mandatory provision, or constitutes an abuse of rights, it shall be entitled to without delay terminate the contract concluded with the user, to deactivate the user's user account without delay and without prior warning - if the infringement is remediable, until it is remedied - or, if the infringement is not remediable, to delete it and, if necessary, taking into account the seriousness of the conduct - especially in the case of a serious breach of contract - to permanently ban the user from the Predion system at its own discretion.
- 8.2. If the Service Provider becomes aware of unlawful conduct relating to information transmitted by it, or that the information infringes the rights or legitimate interests of any person, it may without delay take measures to remove the access information or prohibit access.
- 8.3. It falls within the Service Provider's exclusive discretion, and the Service Provider is entitled unilaterally to determine, which user conduct it considers unlawful if such conduct results in irregular, non-contractual or abusive use of the Predion system, irrespective of whether it is expressly named in these GTC, and also what duration of deactivation, deletion or possible ban it applies in the event of a given infringement.
- 8.4. The User expressly acknowledges that during deactivation - irrespective of what other legal consequence the Service Provider applies against the User in connection with the breach of contract giving rise to it - the User is not entitled to use any further service. The Service is suspended for the affected user. After termination of deactivation, i.e. after the Service Provider reactivates the user account, the user content of the account becomes accessible to the user again.
- 8.5. Deletion of the User Account qualifies as immediate termination of the GTC by the Service Provider. In such case, the GTC terminate between the Parties, except for provisions which by their nature remain in force.

- 8.6. If the User Account is deleted, all content belonging to the account, including profile data, will be automatically deleted after the appropriate period, in accordance with the Privacy Policy.
- 8.7. In the event of a permanent ban, the user shall thereafter under no circumstances be entitled to use the Predion system.
- 8.8. The Service Provider excludes its liability for any damage arising from or in any way connected with deactivation by the Service Provider, or deletion at its own discretion or upon request, of the user account or user content, or permanent banning of the user, due to conduct contrary to the GTC or law or otherwise constituting breach of contract, and shall not be liable for such damage either directly or indirectly. The user may not assert any claim for compensation or other claim against the Service Provider for damage arising from deactivation, deletion or banning, but shall be obliged to compensate the Service Provider for any damage incurred by it.
- 8.9. In particular but not exclusively, the following user conduct shall qualify as a serious breach of contract:
- The User does not inform the Service Provider clearly or informs it misleadingly about their entitlement or data necessary for conclusion of the contract, including if data provided by the User prove to be untrue in whole or in part;
  - The User uses the Predion system/application against regulations or contrary to its intended purpose, uses it for fraud, to cause damage to the Service Provider or a third party, or causes damage in any way while using the Service;
  - In the case of a Subscription or other service provided by the Service Provider for consideration, the User does not at all times ensure sufficient funds on the bank card set as default for the relevant service to cover the fee (e.g. Subscription Fee) for the Service used;
  - The User is in default for more than 15 days with payment of the Service fee and does not fully comply with the payment obligation within the additional 5-day grace period from communication of the Service Provider's notice;
- 8.10. The User shall at all times have the option to terminate their user account in accordance with these GTC, which shall qualify as termination.
- 8.11. In the event of termination of the GTC by extraordinary termination or deletion of the user's account, the User shall remain obliged, even after the date of termination, to fulfil payment obligations undertaken in the contract and due at the time of termination.
- 8.12. In the event of termination of the GTC by extraordinary termination, all costs, damage and other adverse legal consequences arising from the termination shall be borne exclusively by the user in breach of contract.
- 8.13. The user may not carry out any activity, publish any user content, register under or use any username, which is characterised by any of the following or contains content that:

- is unlawful, or is intended to commit or promote any unlawful act, including infringement of the intellectual property rights, privacy rights, publication rights or property rights of Predion or an external party, or acts that would breach any contract to which the user is a contracting party;
- contains the user's password, or intentionally contains the password of any other user, or intentionally contains personal data of external parties, or is intended to request such personal data;
- discloses confidential or protected information of an external party or personal information concerning the user that is not intended to be shared worldwide;
- contains malicious content, such as malware, Trojan programs or viruses, or otherwise interferes with any user's access to the Predion Services;
- impersonates or misrepresents the user's relationship with Predion or with another user, person or entity (including, for example, use of Predion's copyrighted content, unauthorised use of the Predion logo or other confusing use of Predion's trademarks), or is otherwise fraudulent, false, deceptive or misleading;
- involves the transmission of unsolicited bulk mail or any other type of spam, junk mail, chain letter or similar communication;
- involves unauthorised commercial or sales activities, such as advertisements, promotions, competitions, prize draws, gambling, betting or pyramid schemes;
- constitutes the organisation of gambling, participation in gambling or facilitation thereof;
- involves unauthorised association with commercial products or services, references thereto, or any other promotion thereof, except in a manner expressly approved by Predion;
- interferes with or in any way obstructs the Predion Services, alters, breaches or attempts to discover, examine or test the Predion Services or Predion's computer systems, networks, usage rules or any security component, authentication operation or any other protection measure relating to the Predion services or any part thereof;
- is contrary to Predion's terms of use or any other terms or policies applicable when the user uses any of the Services; or
- has been removed from any Predion service due to breach of Predion's terms or policies.

8.14. A user qualifying as a consumer shall have the right to terminate without giving reasons in the manner and within the deadline detailed in the information contained in Annex 1 to these GTC, in accordance with Section 20 of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses.

## **9. Liability**

### **9.1. Use of the Predion System**

- 9.1.1. The User uses all functions of the Predion system/application exclusively at their own risk. The Service Provider assumes no liability whatsoever for consequences arising from use of the Predion system/application.
- 9.1.2. The Service Provider shall not be liable for the effectiveness of the Predion system/application and shall have no liability for results.

- 9.1.3. Where the applicable laws do not prohibit such limitation, any claim arising under these terms must be commenced by the user within one (1) year from the date on which the party enforcing the claim first became aware, or should reasonably have become aware, of the act, omission or breach of contract forming the basis of the claim; and no entitlement to legal remedy shall exist in respect of claims not enforced within this period; such claims shall become time-barred.

## **9.2. Displayed Information**

- 9.2.1. The Service Provider makes every effort to ensure the accuracy and completeness of the content found in the Predion system/application; however, it assumes no liability for any damage arising from any inaccuracy or incompleteness of data found in the Predion application. Verification of the correctness and up-to-dateness of information displayed in the Predion system is the user's responsibility. The user uses the information exclusively at their own risk and for purposes that do not qualify as commercial, business-like or any type of revenue-generating activity. The Service Provider expressly prohibits anyone from using the Predion system/application to organise, conduct or participate in gambling or similar activities, whether directly or indirectly.
- 9.2.2. In all other respects, the correctness, truthfulness and accuracy of any information or data concerning the user that has any significance in connection with the performance of these GTC or is related thereto in any way, in particular but not exclusively billing data (e.g. bank account number, tax number, address), shall at all times be the exclusive responsibility of the user. In the event of any change, the user shall notify the Service Provider in writing without delay. If this is omitted, or in the event of any incorrect, erroneous or untrue data or information, all legal consequences shall be borne exclusively by the user. Until written notice to the contrary, the information set out in these GTC and their annexes shall be deemed valid and effective; the Service Provider is not obliged to regularly verify whether such information is up to date.
- 9.2.3. The User shall use the Predion system for lawful and legal purposes and in a lawful and legal manner.

## **9.3. Technological Background**

- 9.3.1. Ensuring internet access necessary to access the Service and the devices necessary for this (hardware and software and their appropriate settings) is the user's task and responsibility. The user shall be exclusively responsible for the availability, proper operation and use of the IT devices.
- 9.3.2. The user acknowledges that the Service Provider has no influence over the operation or policies of the Android or iOS operating systems, and does not warrant full performance of the ordered Service if there is any change, termination, improper operation or circumstance in connection with them that in any way obstructs or makes impossible the use of the Service. Consequently, the Service Provider assumes no liability for the duration of the

processing and approval procedures of the Play Store and the App Store. Verification of the correctness and up-to-dateness of information displayed in the Predion system/application is the user's responsibility. The user uses the information exclusively at their own risk.

- 9.3.3. The User accepts that the Service Provider has no influence over the policies or activities of the Play Store or the App Store. If any change, improper operation or circumstance occurs in such policies or activities that obstructs or makes impossible the use of the Service in any way, the Service Provider shall not be liable for full performance of the ordered Service. The User acknowledges and accepts that in such case they may not assert any claim for damages, compensation, reimbursement or any other claim against the Service Provider.
- 9.3.4. The Service Provider does not otherwise warrant the policies or operation of third-party service providers connected in any way with the use of the Predion system/application, nor any errors occurring or full performance of the ordered services as a result of changes, termination or outages thereof.
- 9.3.5. The Service Provider shall not be liable for unauthorised access to the search history of the Predion system/application resulting from inadequate protection of the user's mobile phone, user account or devices running the Predion system/application, unless the damage was caused for a reason imputable to the Service Provider. The user shall ensure the security of their own devices and access data, and shall bear the risks arising from their lack of protection.
- 9.3.6. The Service Provider does everything in its power to ensure that the Predion system operates smoothly in accordance with these GTC, and, to the extent of its possibilities, regularly checks and updates the Predion system/application and endeavours to ensure protection against computer viruses and other malware. Nevertheless, the Service Provider assumes no liability for the continuous, uninterrupted and error-free operation and availability of the Predion system/application, its completeness or suitability for a particular purpose, any data loss for any reason, or any other dysfunctional phenomenon. Dysfunction includes, in particular, any technical shutdown, network error or outage, or damage caused by harmful content made accessible through or placed in the Predion system/application, such as viruses, worms, macros or hacker activities. The Service Provider expressly excludes indirect or direct liability for damage and losses arising from the Predion system/application or the information and content available there, their indirect or direct use, the unusable condition of the Predion system/application, improper operation, deficiencies, any operational disruption or ambiguity, and for access and other operational tasks performed by or with the assistance of third-party service providers; it shall bear such liability only if the damage is imputable to the conduct of the Service Provider or its contributor.
- 9.3.7. Having regard to the nature of the subject matter of the contract, the Service Provider's liability and obligation to stand good for any claim of any third party arising in connection with or relating to performance is directly excluded.

#### **9.4. Service Provider Liability**

- 9.4.1. The extent of the Service Provider's liability under these GTC shall in all cases be limited exclusively to the amount of the consideration actually paid by the user to the Service Provider for the ordered Service (service fee due to the Service Provider), taking into account the amount of the agreed consideration. Predion's damages shall not extend to lost profits or consequential damage resulting from the damaging event.
- 9.4.2. The limitation of liability shall not apply to the cases specified in Section 6:152 of the Civil Code, i.e. liability for damage caused intentionally and damage to human life, physical integrity or health. In all other respects, the limitation of liability under these GTC reflects the mutually negotiated and accepted agreement of the Parties. The Parties expressly acknowledge that the consideration for the limitation of liability is taken into account in determining the fees mutually accepted by the Parties, that they agree on the amount thereof with this in mind, and expressly acknowledge them as proportionate.
- 9.4.3. If the law of the state of the user's domicile or - where applicable - residence contains further provisions limiting liability which apply to the legal relationship between the parties, such statutory provisions shall apply in addition to, supplementing or, if required under the rules of private international law, instead of the liability limitation rules set out in these GTC.
- 9.4.4. Neither Party shall be liable for any delay in or failure to perform its obligations under this contract if the cause is an event that the Party could not reasonably avoid, provided that both Parties take reasonable measures to minimise or avoid the delay or non-performance.

#### **9.5. Force Majeure**

- 9.5.1. Force majeure means any external cause outside the sphere of interest of the parties that is unforeseeable and unavoidable and that makes performance of the contract impossible or disproportionately difficult. Force majeure may include, in particular, natural disaster, fire, explosion, epidemic, act of war or terrorism, national or sector-wide strike, or other similar extraordinary circumstance.
- 9.5.2. In the event of force majeure, the parties shall notify each other in writing without delay. Such notification shall state the exact cause of the force majeure and its expected effect on performance of the contract.
- 9.5.3. If force majeure delays performance of the contract by more than 1 month, the parties shall record the necessary amendments by negotiation. If such negotiations do not lead to a result within two weeks after their commencement, either party shall have the right to terminate the individual mandate affected by force majeure with immediate effect.

#### **10. Intellectual Property Provisions and Terms of Use of the Predion System/Application**

- 10.1. These GTC shall under no circumstances affect the Service Provider's intellectual property and its unlimited and exclusive rights of use relating to any intellectual creations connected with the Predion system/application; they shall in all cases remain exclusively owned or used by the Service Provider, and the user shall acquire no copyright, usage, industrial property or other entitlement in respect of the Predion system/application, either unlimited or limited.
- 10.2. Use of the Predion name, except for reference, is possible only with the written consent of the Service Provider.
- 10.3. Every element of the Predion system/application and all service provider content available thereon are protected by the Service Provider's copyright and, where relevant, industrial property protection. Their use, processing, copying, adaptation, distribution, reproduction, storage or utilisation in any manner beyond the purpose of these GTC without the rights holder's express written consent constitutes infringement of copyright and entails the appropriate legal consequences.
- 10.4. Even with written consent, any material shall be taken from the Predion application and its database only with reference to the Predion application.
- 10.5. The Service Provider reserves all rights to all elements of the Predion system broadly construed, including the domain name, secondary domain names formed with it, and internet advertising spaces.
- 10.6. Use of the Service shall under no circumstances result in the user reverse engineering or decompiling the source code, disassembling, reproducing, utilising or otherwise infringing the Service Provider's rights in intellectual creations with respect to the opening device or any other device owned by the Service Provider or used by it for performance of these GTC.
- 10.7. It is also prohibited to adapt the content of the Predion system/application or parts thereof; to create user identifiers in an unfair manner; or to use any application by which the Predion system/application or any part thereof can be modified or indexed (e.g. search robot or any other reverse engineering tool).
- 10.8. The Service Provider reserves the right to modify and revise the Predion system/application at any time.
- 10.9. In the event of copyright infringement, the Service Provider may enforce its right to damages through court proceedings and enforce all other legal consequences against the infringer.

## **11. Data Protection**

- 11.1. The Service Provider's data protection provisions are contained in a separate policy. The Privacy Policy is available in Hungarian and in English on the Service Provider's website at the following link: [www.predion.eu/privacy](http://www.predion.eu/privacy).

## 12. Complaint Handling

- 12.1. If the user has any complaint in connection with the Service or its performance, the complaint may be communicated by e-mail at [info@predion.eu](mailto:info@predion.eu) and by letter addressed to the Service Provider.
- 12.2. The Service Provider shall examine the complaint immediately and remedy it as necessary. If the User does not agree with the handling of the complaint, the Service Provider shall without delay prepare minutes of the complaint and its position thereon and provide a copy to the user. If immediate investigation of the complaint is not possible, the Service Provider shall prepare minutes of the complaint and provide a copy to the user or send it no later than together with the substantive response.
- 12.3. The Service Provider shall respond to the written complaint in writing within 30 days. It shall give reasons for its position rejecting the complaint. It shall retain a copy of the response for 5 years and present it to the supervisory authorities upon request.
- 12.4. The User acknowledges that examination of a complaint or report does not affect the exercise of the Service Provider's rights, including in particular restriction or suspension of the Service. The User also acknowledges that examination of a complaint or report does not affect the User's obligation towards a third party.
- 12.5. If complaint handling does not result in a satisfactory outcome for the user, the user may resort to the procedure of further bodies: a user qualifying as a consumer may contact the territorially competent government office in connection with a consumer complaint concerning the service (<https://nkfh.gov.hu/hova-fordulhatok>). Competence is also established by the user's domicile, the undertaking's registered seat or place of business, and the place where the infringement was committed. In the case of complaints relating to electronic advertisements, proceedings before NMHH may be initiated (<http://nmhh.hu/tart/report/2>).

### **If the User's domicile is not in Hungary:**

Use of the Predion application/system is currently permitted only for users in Hungary. If, at a later date, use of the Predion application/system is also permitted for users other than users in Hungary, and if the user and the Service Provider have their registered seats in different countries (cross-border transaction), in an EU Member State, the United Kingdom, Iceland or Norway, the user may contact the European Consumer Centre of the user's domicile: [https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net\\_hu](https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_hu).

- 12.6. The Service Provider draws the User's attention to the possibility for users qualifying as consumers to use the conciliation bodies competent according to their domicile or residence as dispute resolution forums. The competence of the conciliation body includes out-of-court settlement of disputes between consumers and undertakings relating to product quality and safety, application of product liability rules, service quality, and the conclusion and

performance of contracts between the parties (hereinafter: consumer dispute): for this purpose, attempting to reach a settlement and, if this is unsuccessful, deciding the case in order to ensure simple, fast, efficient and cost-effective enforcement of consumer rights. At the request of the consumer or undertaking, the conciliation body gives advice on the rights and obligations of consumers. A condition for commencing the conciliation body procedure is that the consumer attempt to settle the dispute directly with the undertaking concerned. The conciliation body procedure is commenced at the consumer's request. The request must be submitted in writing to the chair of the conciliation body.

The User may submit a complaint to the conciliation body competent according to the User's domicile or residence. The contact details of the competent conciliation bodies in Hungary are available here: <https://bekeltetes.hu/udvozlo>

Conciliation body competent according to the Service Provider's registered seat: Pest County Conciliation Body, mailing address: 1055 Budapest, Balassi Bálint u. 25. 4th floor 2., telephone: (+36) 1/488-2131, e-mail address: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu).

In addition to the above, the User may, at the User's choice and in accordance with the rules of civil procedure, turn to the court competent according to the Service Provider's registered seat or the User's domestic domicile or, failing this, domestic residence.

### **13. Miscellaneous Provisions**

- 13.1. In order to perform its obligations, the Service Provider shall be entitled to engage a subcontractor or other contributor. It shall be fully liable for their conduct as if it had acted itself.
- 13.2. The User may not assign the legal relationship established under the GTC without the written consent of the Service Provider.
- 13.3. If any part of these GTC becomes invalid or unenforceable, this shall not affect the validity and enforceability of the remaining parts.
- 13.4. If the Service Provider does not exercise a right to which it is entitled under the GTC, failure to exercise the right shall not be deemed a waiver of that right. Any waiver of a right shall be valid only in the event of an express written declaration to that effect. The fact that the Service Provider on one occasion does not insist strictly on a material condition or stipulation of the GTC shall not mean that it waives the right to insist on strict compliance with that condition or stipulation in the future.
- 13.5. The Service Provider and the user shall primarily attempt to settle their disputes amicably. The courts of Hungary shall have exclusive jurisdiction to resolve any dispute, claim or controversy arising in connection with the GTC or any service provided by the Service Provider between the parties (as well as any non-contractual disputes/claims arising therefrom or related thereto), unless the applicable mandatory laws allow the user to choose

to bring proceedings in the country of the user's domicile, or unless the Service Provider is entitled to bring court proceedings only in the country of the user's domicile.

**ANNEX NO. 1 (applicable if certain Services of the Predion application/system become available for a Subscription or other purchase):**

**Right of termination of users qualifying as consumers**

You are entitled to terminate the contract within 14 days without giving any reason.

The withdrawal period expires 14 days after the date of conclusion of the contract.

If you wish to exercise your right of termination, you must send your clear statement containing your intention to terminate (for example by letter sent by post or electronically) to one of the following addresses:

Name of Service Provider: PREDION Kft.

Registered seat of Service Provider: H-2724 Újlengyel, DÓzsa György utca 11.

Contact details of the Service Provider and the regularly used electronic mail address for communication with Users: info@predion.eu

For this purpose, you may also use the model termination statement contained in Annex No. 2.

You exercise your right of termination within the deadline if you send your termination statement before expiry of the above deadline.

**Legal effects of termination**

If you terminate the contract as specified in this Annex, we shall reimburse the consideration paid by you without delay, but no later than within 14 days from receipt of your termination statement. For the reimbursement, we shall use the same payment method as was used in the original transaction, unless you expressly consent to the use of another payment method; you will not incur any additional costs as a result of using this reimbursement method.

If you requested that performance of the service commence during the termination period, in the event of termination you shall reimburse us the amount due for the service performed proportionately up to the date of termination of the contract. Similarly, we shall reimburse the part of the consideration provided by you that exceeds the value of the service provided by us. By accepting the GTC, you give prior consent for us to set off against the consideration to be reimbursed to you the amount due for the service performed proportionately up to the date of termination of the contract.

**ANNEX NO. 2:**  
**Model Termination Statement**

(complete and return this form only if you intend to terminate the contract)

Addressee:

Name of Service Provider: PREDION Kft.

Registered seat of Service Provider: H-2724 Újlengyel, Dózsa György utca 11.

Contact details of the Service Provider and the regularly used electronic mail address for communication with Users

address: info@predion.eu

I, the undersigned, hereby declare that I exercise my right of termination in respect of the contract for the provision of the following service:

Date of contract conclusion:

Name of consumer:

Address of consumer:

Signature of consumer (only in the case of a statement made on paper):

Date

## **Annex 3 to Government Decree 45/2014 (II. 26.)**

### **Model information notice on implied warranty, product warranty and commercial guarantee**

#### **1. Implied warranty**

##### **In what cases may you exercise your implied warranty rights?**

In the event of defective performance by Predion Kft., you may assert an implied warranty claim against the undertaking in accordance with the rules of the Civil Code.

##### **What rights are you entitled to on the basis of your implied warranty claim?**

##### **You may, at your choice, exercise the following implied warranty claims:**

You may request repair or replacement, unless performance of the claim chosen by you is impossible or would involve disproportionate additional costs for the undertaking compared with performance of another claim. If you did not or could not request repair or replacement, you may request a proportionate reduction of the consideration, or you may repair the defect yourself or have it repaired by another person at the undertaking's expense, or - as a last resort - withdraw from the contract. In the case of a contract between a consumer and an undertaking for the sale of goods qualifying as movable property, the supply of digital content or the provision of digital services, you may not, in exercising your implied warranty rights, repair the defect yourself or have it repaired by another person at the undertaking's expense. You may switch from one chosen implied warranty right to another, but you shall bear the cost of the switch, unless it was justified or the undertaking gave cause for it.

##### **Within what time limit may you assert your implied warranty claim?**

You shall notify the defect without delay after discovering it, but no later than within two months from discovery of the defect. At the same time, please note that you may no longer enforce your implied warranty rights after the two-year limitation period calculated from performance of the contract.

##### **Against whom may you assert your implied warranty claim?**

You may assert your implied warranty claim against the undertaking.

##### **What other condition applies to enforcing your implied warranty rights?**

Within one year from performance, there is no condition for enforcing your implied warranty claim other than notification of the defect, provided that you prove that the product or service was provided by the undertaking Predion Kft. After one year from performance, however, you must prove that the defect discovered by you already existed at the time of performance.

#### **2. Product warranty**

##### **In what cases may you exercise your product warranty right?**

In the event of a defect in a movable thing (for the purposes of this point: product), you may, at your choice, exercise the right specified in point 1 or assert a product warranty claim in accordance with the rules of the Civil Code.

##### **What rights are you entitled to on the basis of your product warranty claim?**

As a product warranty claim, you may request repair or replacement of the defective product.

##### **Against whom may you assert your product warranty claim?**

You may exercise your product warranty rights against the producer or distributor of the product (together hereinafter: manufacturer).

##### **In what cases is the product defective?**

The product is defective if it does not meet the quality requirements in force at the time it was placed on the market, or if it does not have the characteristics stated in the description provided by the manufacturer.

##### **Within what time limit may you assert your product warranty claim?**

You may assert your product warranty claim within two years from the product being placed on the market by the manufacturer. After expiry of this period, you lose this entitlement.

**What rule of proof applies when enforcing a product warranty claim?**

When enforcing a product warranty claim, you must prove that the product defect existed at the time the product was placed on the market by the manufacturer.

**In what cases is the manufacturer released from its product warranty obligation?**

The manufacturer is released from its product warranty obligation if it can prove that

- it did not manufacture or place the product on the market in the course of its business activity, or
- the defect could not have been detected according to the state of science and technology at the time the product was placed on the market, or
- the product defect results from the application of legislation or a mandatory official requirement.

It is sufficient for the manufacturer to prove one reason for release.

Please note that, due to the same defect, you may assert an implied warranty claim against the undertaking and a product warranty claim against the manufacturer at the same time, in parallel. If your product warranty claim is successfully enforced, you may thereafter assert your implied warranty claim relating to the replaced product or the repaired part of the product only against the manufacturer.

(If the undertaking is obliged to provide a commercial guarantee under legislation, contract or unilateral legal declaration, the following point 3 must also be inserted into the information notice:)