

GENERAL CONTRACTUAL CONDITIONS

1. DEFINITIONS

- **General Terms and Conditions:** the set of terms and conditions for the use of the swipelime Service by the Hosting Partners and Customers, as set out in this document, which are determined by the Service Provider in advance and unilaterally and which the Service Provider publishes publicly on the Website and the swipelime Platform (abbreviated as "GTC");
- **Privacy Policy:** the set of rules for the processing of personal data by the Service Provider in connection with the provision of the swipelime Service, which the Service Provider publishes publicly on the Website and the swipelime Platform;
- **swipelime Service:** a set of information society services provided digitally online by the Service Provider in accordance with these GTC, which allows Customers to view the Offers of the Hosting Partners at the Restaurant by means of a QR Code on their Mobile Device, browse the Offers on their Mobile Device and place their order with the Hosting Partner, also using their Mobile Device, and pay the price of their order to the Hosting Partner;
- **swipelime Platform:** an IT system operated by the Service Provider and accessible remotely by the Hosting Partners and Customers via the Internet, using a web browser or a mobile application, which enables the provision of the swipelime Service;
- **swipelime Software:** the software developed by the Service Provider as part of the swipelime Platform, which is used by the Service Provider to provide the swipelime Service;
- **Service Provider:** the company providing the swipelime Service and operating and developing the swipelime Platform, as defined in these GTC;
- **Hospitality Partner:** a business that uses the swipelime Service under these GTC and provides restaurant and catering services to its customers in the course of its business activities;
- **Hospitality Venue:** a restaurant, shop or mobile shop where the Hospitality Partner carries out its economic activity of providing restaurant and catering services and where it uses the swipelime

Service to display its Offer to consumers, to receive their orders on the spot and to manage them in accordance with these GTC;

- **Hospitality Offer:** all food, beverages, other goods and related restaurant and catering services offered by the Hospitality Partner to consumers at the Hospitality Venue;
- **Customer:** a natural person who uses the Restaurant and Catering Services of the Hospitality Partner in his/her own name or in the name of the organisation he/she represents at the Hospitality Venue and who, in this context, also uses the *swipelime* Service on his/her Mobile Device to view and browse the Menu of the Hospitality Venue and place his/her order;
- **Mobile Device:** a smartphone, tablet, laptop or other similar mobile infocommunication device used by the Customer to use the *swipelime* Service;
- **Contract:** a contract between the Service Provider and the Hosted Partner or the Customer in the manner and under the conditions set out in these GTC, on the basis of which the Hosted Partner or the Customer is entitled to use the *swipelime* Service;
- **Third Party:** a person other than the Service Provider, the Hosting Partner and the Customer who provides the additional services necessary for the provision of the *swipelime* Service and its use by the Hosting Partner and the Customer;
- **Website:** the website operated by the Service Provider, available at the URL <https://swipelime.com/>, where these GTC, the Privacy Policy and further information about the *swipelime* Service and its fees are publicly available to anyone;
- **User Account:** a user account created on the *swipelime* Platform by a Hosting Partner using the *swipelime* Service and concluding a Contract with the Service Provider in accordance with these GTC, which allows the Hosting Partner to use the *swipelime* Service and, if the Service Provider provides the opportunity, to modify or terminate the Contract or to switch from one tariff plan to another;
- **Hospitality Customer Area:** the user interface of the *swipelime* Platform accessible by the Customer at the Hospitality Venue via his/her Mobile Device with the QR Code, where the Customer can use the *swipelime* Service by logging into the *swipelime* Platform, i.e. view and browse the

Hospitality Venue's Offerings and place an order with the Hospitality Partner;

- **Offering Content:** the set of data and digital content uploaded to the *swipelime* Platform by the Hosting Partner in its User Account, which relates to the Offering of the Hospitality Venue;
- **QR Code:** a QR Code generated individually by the Service Provider for the Hospitality Partner who has concluded a Contract with the Service Provider and made available to the Hospitality Partner, which, when scanned by the Customer via a Mobile Device, enables the Customer to access the Customer Area of the Hospitality Place;
- **Fixed Fee:** the fixed fee for the *swipelime* Service provided to a Hosted Partner, payable by the Hosted Partner to the Service Provider, payable annually or monthly;
- **Connected Party:** any person or entity controlled by the Hospitality Partner that has entered into a Contract with the Service Provider, that controls the Hospitality Partner that has entered into a Contract with the Service Provider, or that is controlled by a person or entity that controls the Hospitality Partner that has entered into a Contract with the Service Provider. "Control" shall mean the ownership or voting power of fifty (50) percent or more of the relevant entity and the power to direct or indirectly control the management of such legal entity.

2. SCOPE OF THE GENERAL TERMS AND CONDITIONS

2.1 These General Terms and Conditions (hereinafter "GTC") govern:

- a) the formation, performance and termination of a Contract between the Service Provider and the Hosting Partner for the provision of services by the Service Provider to the Hosting Partners on the *swipelime* Platform,
- b) the conclusion, performance and termination of the Contract between the Service Provider and the Customer for the services provided by the Service Provider to the Customer on the *swipelime* Platform,
- c) the conditions of use of the *swipelime* Service by the Hosting Partner and the Customer.

2.2 The Host Partner and the Customer accept these GTC by using the *swipelime* Service or by entering into a Contract for the *swipelime* Service as set out in these

GTC, after which the legal relationship between the Service Provider and the Host Partner or the Customer shall be governed by these GTC.

2.3 These GTC do not include the terms and conditions for the use of services provided by a Third Party in connection with the provision of the *swipelime* Service. The terms and conditions of the services provided by the Third Party shall be established and published exclusively by the Third Party in accordance with the legal provisions applicable to it. The terms and conditions of the services provided by the Third Party shall be acknowledged and accepted by the Hosting Partner and the Customer upon the use of the Third Party's service, in the manner determined by the Third Party. Acceptance of these GTC and the conclusion of a contract between the Service Provider and the Hosting Partner and the Customer in the manner set out in these GTC does not constitute a contract with the Third Party, but is concluded between the Third Party and the Hosting Partner and the Customer solely on the terms and in the manner set out by the Third Party.

3. DETAILS OF THE SERVICE PROVIDER

- *Service provider name:* Swipelime Kft.
- *Registered office and postal address:* 1054 Budapest, Vadász utca 42. 3. em. Door 5.
- *Registering authority:* the Commercial Court of the Metropolitan Court of Budapest
- *Company registration number:* 01-09-420748
- *VAT number:* 32373934-2-41
- *E-mail address:* info@swipelime.com
- *Website address:* <https://swipelime.com/>

4. THE SWIPELIME SERVICE

A/ Services provided to Hospitality Partners

4.1 The Service Provider shall provide the following digital services to the Hospitality Partners that have concluded a Contract with it on the *swipelime* Platform within the framework of the *swipelime* Service:

a) provide the Hosted Partner with an exclusive and unique User Account on the *swipelime* Platform, in which the Hosted Partner can compile and make available to Customers at his/her Hosted Venue for consumption on site by Customers, and other goods offered for purchase, for local consumption, takeaway or home delivery, as well as the restaurant and catering services provided by the Hospitality Partner at

its Hospitality Venue, by setting up or uploading data, information and photos relating to the food, drinks, other goods and services;

b) store the Offerings of the Restaurant uploaded by the Host Partner and allow the Customer to view and browse the Offerings of the Host Partner's Restaurant by scanning the QR Code generated by the Service Provider and provided to the Host Partner on the tables, equipment or otherwise displayed on the Host Partner's Restaurant on his/her Mobile Device;

c) enable the Customer to access and view the Restaurant's Offerings stored on the *swipelime* Platform by scanning the QR Code displayed on the Restaurant on his/her Mobile Device, either at the Restaurant or remotely, browse the Restaurant's Offerings, select the food, beverages, other goods, restaurant and other catering services provided by the Restaurant Partner, and place an order for them with the Restaurant Partner;

4.2 The Service Provider provides its services on the *swipelime* Platform in different tariff packages published on the Website. Each tariff package includes different services, and the Hosting Partner is entitled to the services set out in these GTC, which are included in the tariff package of his choice.

4.3 The Hosting Partner may switch to another tariff package at any time during the term of the Contract. In this case, the *swipelime* Service and its fees will be subject to the terms and conditions of the chosen tariff package.

4.4 The range of Services available to the Hosting Partner depends on the Fee Plan.

B/ Services provided to the Customer

4.5 The Service Provider provides the following digital services to the Customer who has concluded a Contract with it on the *swipelime* Platform:

a) enable the Customer to access and view the Restaurant's Offerings stored on the *swipelime* Platform remotely by scanning the QR Code generated by the Service Provider and provided to the Hospitality Partner on the Mobile Device at the Restaurant, browse it and select the food, beverages, other goods, restaurant and other catering services provided by the Hospitality Partner to be purchased and place an order for them with the Hospitality Partner;

b) allow the Customer to track the status of his/her order placed with the Hosting Partner and the fulfilment of his/her order by the Hosting Partner on his/her Mobile Device;

4.6 The Service Provider provides its services to the Hosting Partner remotely via the Internet as an online, web-based digital service, which the Hosting Partner can access and use using the web browser of his/her own computer or tablet.

4.7 The Service Provider also provides its services to the Customer remotely via the Internet as an online, digital service, which the Customer can access and use via the web browser of his/her Mobile Device or the Mobile Application.

4.8. The Service Provider shall specify and publicly display on the Website the desktop and mobile web browsers compatible with the *swipelime Platform* required for using the *swipelime Platform* and, if the Service Provider allows the use of the *swipelime Service* also via a Mobile Application, the system requirements of the Mobile Application.

4.9 The Service Provider may modify, expand or supplement the scope of services set out in these GTC at any time in the future.

4.10. The range of Services available to the Customer also depends on the Fee Plan.

5. AVAILABILITY OF THE SWIPELIME SERVICE

5.1 The Service Provider shall provide its services on the *swipelime Platform* online, but the computer equipment, network and Internet access necessary to access the *swipelime Platform* online and to use the services provided thereon shall be provided to the Hospitality Partners and the Customer using the service at their own expense.

5.2 The Service Provider shall use all reasonable and economic measures to ensure access to and use of the *swipelime Platform* and the services provided thereon, but does not undertake to ensure permanent, continuous and uninterrupted access to and use of the *swipelime Platform* and the services provided thereon for the Hospitality Partners and the Customers. The access to and use of the *swipelime Platform* services may be interrupted and hindered at any time by circumstances related to the maintenance and development of the *swipelime Platform*, as well as by circumstances related to the operation and maintenance of the Internet network that makes the *swipelime Platform* available, which are beyond the control of the Service Provider.

5.3 The Service Provider may, at its sole discretion, provide certain services of the *swipelime Platform* only through the Website or the Mobile Application. Furthermore, the Service Provider may, at its sole discretion, provide certain services with partially different or missing functionalities on the Website or through the Mobile Application.

5.4 The Service Provider is not obliged to provide all of its services to the Hosting Partners and Customers. The Service Provider is free to decide at any time to discontinue or temporarily suspend the provision of certain services in accordance with the rules for amending the GTC.

5.5 The Service Provider does not undertake that the *swipelime* Service will always be available and will remain available. The Service Provider reserves the right to terminate the availability of the *swipelime* Platform or the *swipelime* Service, subject to the provisions of these GTCs for the termination of existing Contracts.

6. CONCLUSION OF CONTRACT

A/ Entering into a contract with the Hosting Partner

6.1 The Contract between the Service Provider and the Hosting Partner is concluded upon the registration of the Hosting Partner on the *swipelime* Platform. The registration shall be carried out by the Host Partner filling in the data requested by the Service Provider on the online registration form on the *swipelime* Platform and submitting the registration request to the Service Provider by clicking on the button provided for this purpose. The Service Provider may require the Hosting Partner to upload copies of certain documents, deeds and official certificates to prove the accuracy of certain identification data of the Hosting Partner.

6.2 By submitting the registration application, the Hosting Partner declares that he/she has read, acknowledges and agrees to be bound by these GTC and the Privacy Policy.

6.3 The Service Provider will then send an e-mail to the email address provided by the Hosted Partner, in which a link will be placed, which the Hosted Partner can click on to activate his/her registration or User Account. Registration is deemed to have taken place and the Contract is concluded between the Service Provider and the Hosting Partner when the Service Provider has confirmed the registration of the Hosting Partner to the Hosting Partner by email after activation.

6.4. The Service Provider is not obliged to accept the registration request of the Hosting Partner and to confirm the registration, and the Service Provider may also determine at its discretion for how long it will provide the opportunity to activate the registration based on the submitted registration request.

6.5. A contract between the Service Provider and the Hosting Partner is concluded upon confirmed and activated registration, which is registered and electronically recorded by the Service Provider. Can we not? Like:

The Contract between the Service Provider and the Hosted Partner is not a written contract and is not filed or recorded by the Service Provider

6.6 The Hosting Partner is responsible for the accuracy and truthfulness of the information and statements provided during registration. If there is a change in any of the data provided during registration, the Host Partner shall notify the Service Provider by submitting the data in the User Account provided on the *swipelime* Platform. The Service Provider shall not be liable for any damages resulting from the failure to notify the data change.

6.7 The processing of the personal data provided during registration is governed by the provisions of the Privacy Policy published on the *swipelime* Platform and accepted by the Hosting Partner during registration.

B/ Entering into a contract with the Customer

6.8. The Agreement between the Service Provider and the Customer is concluded by and through the Customer visiting the Hospitality Venue by scanning the QR Code displayed on the Hospitality Venue on his/her Mobile Device, by using the web browser of his/her Mobile Device or by using the Mobile Application to access the Customer Area of the Hospitality Venue on the *swipelime* Platform, where he/she enters by entering his/her name and accepting these GTC, if the Hospitality Partner so requests, and uses the services provided by the Service Provider.

6.9. By accessing the Customer Area of the Hospitality Venue, the Customer declares that he/she has read, acknowledges and accepts to be bound by these GTC and the Privacy Policy.

6.10. The Contract between the Service Provider and the Customer is not a written contract and is not filed or recorded by the Service Provider.

6.11. Buyer represents and warrants that:

(a) a minor who is of full age or over the age of 14 and is not incapacitated;

(b) act on its own behalf or on behalf of an organisation it represents when using the *swipelime* Service, when placing an order with a Hosted Partner on the *swipelime* Platform or when concluding and performing a contract with a Hosted Partner using the *swipelime* Platform;

c) if he/she acts on behalf of the organisation he/she represents, he/she is entitled to represent the organisation in the conclusion and performance of the contract with the Service Provider and the Hosting Partner.

7. DURATION AND TERMINATION OF THE CONTRACT

A/ Contract between the Service Provider and the Hosting Partner

7.1 The Contract between the Service Provider and the Hosting Partner is concluded for an indefinite period or for a fixed term of one year. The Hosting Partner may, during his registration on the *swipelime* Platform, choose the tariff package offered by the Service Provider and, according to the tariff package chosen, conclude the Contract for a fixed term or for an indefinite term.

7.2 If a Host Partner chooses a package during registration in which:

- you are obliged to pay the Fixed Fee for the *swipelime* Service on a monthly basis, the Contract is concluded for an indefinite period;
- the Fixed Fee for the *swipelime* Service is payable annually, the Contract is concluded for a fixed term of one year.

7.3 If the Hosting Partner does not inform the Service Provider in writing - by email or, if the Service Provider allows it, in the User Account on the *swipelime* Platform - before the expiry of the Contract for a fixed term of one year that he does not wish to extend the Contract, the Contract shall be automatically extended for another year upon expiry. The Contract may be renewed an unlimited number of times for additional one-year periods. If the term of the Contract is extended by one year pursuant to this Clause, the Contract shall be subject to the same terms and conditions that were in force at the expiry of the term of the Contract or its extended term. If, under the provisions of these GTC, one or more amendments to the GTC have not entered into force during the term of the Contract, that amendment shall enter into force on the date of the extension of the term of the Contract in accordance with the provisions of these GTC for the amendment of the GTC.

7.4 A Contract concluded for an indefinite period shall remain in force until terminated by the Service Provider or the Hosting Partner by unilateral ordinary or extraordinary termination. Unless otherwise provided for in these GTC, termination must be notified to the other party in writing by e-mail. If the Service Provider allows the Customer to do so on the *swipelime* Platform, the Customer may also exercise the termination by permanently deleting his User Account, with which the Agreement shall terminate.

7.5 (May not terminate?) The Host Partner may terminate the Open-ended Contract at any time with immediate effect, but any unpaid *swipelime* Service fee that has fallen due by the termination date will be paid and any fee already paid will not be refunded.

7.6 The Service Provider may terminate a contract of indefinite duration with 15 days' notice by giving ordinary notice. In this case, during the termination period, the monthly fee for the *swipelime* Service that would have been due to the Host Partner at the time of termination if the contract had not been terminated shall not become due.

7.7:

- may not be terminated by the Service Provider by ordinary termination (but, or if we are able to manage the modification of the contents of the tariff packages in another way, we may not have to), only by extraordinary termination in the event of a serious breach of contract by the Hosting Partner as defined in these GTC;
- the Hosting Partner may terminate the *swipelime* Service at any time with immediate effect by giving notice of termination after payment of the annual fee due for the *swipelime* Service.

7.8 In the event of the following serious breaches of contract by the Hosting Partner, the Service Provider may terminate the contract with immediate effect:

- The Catering Partner is more than 15 days late in paying the Fixed Fee due [GTC 12.10 b)];
- The Hosting Partner has uploaded infringing content to the *swipelime* Platform and has not removed it from its User Account at the request of the Service Provider or the third party claiming the infringement;
- The Service Provider regularly receives complaints from Customers regarding the quality and performance of the catering and restaurant services provided by the Catering Partner;
- The Catering Partner is found by a public authority to be in breach of a legal obligation in relation to the services provided by the Catering Partner at the Catering Venue and the Catering Partner continues to breach or fails to remedy the breach;
- The Catering Partner fails to take the IT, personnel and other measures necessary to enable the Catering Venue to receive the orders placed by Customers on the *swipelime* Platform;
- The Hosted Partner engages in any other conduct that is intended, likely or likely to cause or threaten to cause damage to the good reputation or legitimate economic interests of the Service Provider or the *swipelime* Platform or *swipelime* Service.

7.9 In the event of termination of a fixed term Contract by the Service Provider by extraordinary notice or by the Catering Partner by ordinary notice, the *swipelime*

Service that has already become due and paid will not be partially refunded to the Catering Partner.

7.10. Upon termination of the Agreement, the Service Provider's obligations to provide the *swipelime* Service and the Hosting Partner's rights to use the *swipelime* Service and the *swipelime* Platform shall cease.

B/ Contract between the Service Provider and the Customer

7.11. The Contract between the Service Provider and the Customer is concluded and remains in force for as long as the Customer uses the *swipelime* Platform services with the Mobile Device at the Hospitality Venue.

7.12. The Customer may at any time terminate the use of the *swipelime* Platform at the Hospitality Venue, which shall also terminate the Contract.

7.13. If the Customer interrupts the use of the *swipelime* Platform at the Hospitality Venue before placing his/her order with the Hospitality Partner, no contract shall be concluded between the Customer and the Hospitality Partner using the *swipelime* Platform.

7.14. If the Customer discontinues the use of the *swipelime* Platform after the Customer has placed his/her order with the Hosting Partner at the Hospitality Venue, the discontinuation of the use of the *swipelime* Platform by the Customer shall not affect the conclusion and performance of the contract between the Customer and the Hosting Partner. Accordingly, the order placed by the Customer with the Hosting Partner using the *swipelime* Platform as a civil law offer shall remain binding on the Customer vis-à-vis the Hosting Partner under the general rules of civil law; the acceptance of the order by the Hosting Partner shall validly create a contract between the Customer and the Hosting Partner, for the performance of which the Customer and the Hosting Partner shall be mutually liable to each other. The termination of the use of the *swipelime* Platform by the Customer shall not affect the validity of the contract between the Customer and the Hosting Partner.

8. THE HOSTING PARTNER'S USER ACCOUNT

8.1 With the confirmed registration of the Hosted Partner, the Service Provider shall create the Hosted Partner's User Account on the *swipelime* Platform. The Hosting Partner can use the *swipelime* Service through his User Account, which he can access via his web browser and which he can access by entering the login data (username or email address and password) recorded during registration.

8.2 The Hosting Partner shall keep his/her username and password for accessing the *swipelime* Platform and the *swipelime* Platform Services confidential, shall not share them with others and shall take all reasonable measures to ensure that his/her username and password are not disclosed to others.

8.3 The data provided for accessing the User Account, as well as the identification and contact details of the Hosting Partner, may also be modified by the Hosting Partner at any time in his/her User Account. The Service Provider may require the Catering Partner to upload documents, certificates or official certificates proving the accuracy of the data in order to modify certain identification data of the Catering Partner.

8.4. The Hosting Partner may upload and compile in its User Account the Offerings of one or more of the Venues it operates: in doing so, provide a definition, description and consumer price of the food, beverages, other goods and services that are part of the Offering, and upload photos, illustrations and other graphic material relating to the Offering and forming part of the image of the Host or the Host (collectively, the Offering Content). The Promotional Content may be modified by the Hosting Partner at any time in his/her User Account.

8.5. The Service Provider shall display the Offering Content on the *swipelime* Platform in the Customer Area of the Hospitality Venue in accordance with the settings made by the Hospitality Partner in his User Account.

8.6 The Service Provider is not obliged to check the Offering Content uploaded by the Hosting Partner to the *swipelime* Platform, but may check it at any time for quality assurance purposes.

8.7 After logging into the User Account, the Catering Partner may view, track, accept, confirm, cancel or reject, in whole or in part, the orders placed by Customers using the *swipelime Platform at the Catering Venue* operated by the Catering Partner on the *swipelime* Platform.

8.8 The Service Provider shall keep a traceable record in the User Account of all orders placed, accepted, fulfilled, rejected or failed by Customers at the Hospitality Venue using the *swipelime* Platform.

9. DISPLAYING THE OFFER TO CUSTOMERS, PLACING AND FULFILLING THE ORDER

9.1 The Service Provider shall automatically generate and make available to the Guest Hosting Partner in the User Account a QR Code pointing to the Offer of the Guest Hosting Place uploaded and compiled by the Guest Hosting Partner, which

allows the online access and display of the Offer. By scanning the QR Code with the Mobile Device, the Customer will be directed to the Customer Area of the Hospitality Venue in the browser of the Mobile Device or in the Mobile Application on the *swipelime* Platform, where the Customer, after entering his/her name and accepting these GTC, can view and browse the Offer of the Hospitality Venue uploaded and compiled by the Hospitality Partner.

9.2 The Service Provider displays the Offer and the related data and other textual or visual content displayed to the Customer on the *swipelime* Platform on the Customer Interface of the Hospitality Venue on behalf of and on behalf of the Hospitality Partner. The contents referred to in this clause shall be deemed to be commercial communications published exclusively by the Hospitality Partner operating the relevant Hospitality Venue or communicated to the Customer by the Hospitality Partner.

9.3. In accordance with the above, the Hospitality Partner shall be considered as the content provider with respect to the content displayed to the Customers by scanning the QR Code on the *swipelime* Platform on the Customer Area of the Hospitality Venue, while the Service Provider shall be considered as the intermediary service provider of the application service within the meaning of Article 2 (le) of Act CVIII of 2001 on certain issues of electronic commerce services and information society services.

9.4. When browsing the Offerings in the Customer Area of the Hospitality Venue, the Customer may select which food, beverages, other goods and services from the Offerings of the Hospitality Venue and in what quantity he/she wishes to purchase or use, and then, if the tariff plan chosen by the Hospitality Partner allows it, he/she may place his/her order with the Hospitality Partner by tapping the corresponding button in the Customer Area of the Hospitality Venue.

9.5 If the Restaurant so allows, the Customer may choose to consume the food and beverages indicated in his/her order at the Restaurant or to have them and any other goods purchased with them packaged for takeaway.

9.6 The Customer's order on the *swipelime* Platform is accepted or rejected in whole or in part by the Hosting Partner, which the *swipelime* Platform will notify the Customer of in the Customer Interface of the Hospitality Venue. The Customer may monitor the status of the fulfilment of his/her order on the Customer Area of the Hospitality Venue in the manner and to the extent allowed by the Hospitality Partner.

9.7. The contract for the sale of goods and restaurant and catering services of the Hospitality Partner shall be concluded exclusively between the Customer and the

Hospitality Partner, the conclusion and performance of which shall be facilitated and enabled by the Service Provider only in such a way that the Service Provider shall mediate and enable the conclusion of the contract between the Customer and the Hospitality Partner through the services provided by the Service Provider on the *swipelime* Platform. Accordingly, the Customer, by placing his/her order on the *swipelime* Platform, makes a civil offer to create a contract addressed exclusively to the Hospitality Partner operating the Hospitality Venue, while the Hospitality Partner operating the Hospitality Venue is also the only party entitled to accept or modify the Customer's order and offer, in whole or in part, using the *swipelime* Platform. In relation to the creation of a contract between the Customer and the Hosting Partner, the Service Provider's role is solely to mediate the legal declarations for the creation and acceptance of the contract between the Customer and the Hosting Partner through the service provided to the Customer and the Hosting Partner on the *swipelime* Platform.

9.8. The order placed by the Customer on the *swipelime* Platform and the contract between the Customer and the Hosting Partner, which is concluded by the acceptance of the order by the Hosting Partner on the *swipelime* Platform, shall be fulfilled by the Hosting Partner alone. The Supplier shall not be liable for the performance of the Customer's order.

10. PAYMENT OF CUSTOMER ORDERS ????

10.1 The Catering Partner shall be entitled to determine in its User Account on the *swipelime* Platform how Customers may pay the Catering Partner for food, beverages, other goods and services ordered from the Catering Partner on the *swipelime* Platform. Catering Partner may choose the following payment methods:

a) payment outside the *swipelime* Platform directly to the Hosting Partners.

11. RECEIPTS AND INVOICES FOR PAYMENTS MADE BY CUSTOMERS

11.1. The Service Provider allows the Customer to request the issuance of an invoice including VAT by the Hosting Partner when indicating the payment request on the *swipelime* Platform.

11.2 If the Customer indicates his/her request to issue an invoice including VAT on the *swipelime* Platform when indicating his/her payment request to the Hosting Partner, the Service Provider shall simultaneously forward the Customer's request to issue a VAT invoice on the *swipelime* Platform when forwarding the Customer's payment request to the Hosting Partner.

11.3 The Service Provider does not provide the Customer with the opportunity to enter the details of the invoice to be issued on the *swipelime* Platform. The Customer shall provide the Customer's data to be used for issuing the invoice directly to the Hospitality Partners at the Hospitality Venue.

11.4 The Hospitality Partner is obliged to issue an invoice or accounting document for the consideration for the food, drinks, other goods or services purchased from the Customer and to provide the Customer with the invoice or accounting document in accordance with the applicable accounting and tax legislation.

11.5 Only the Hospitality Partner shall be liable to the Customer for issuing and delivering the invoice or accounting document to the Customer.

11.6. The Customer may only raise a complaint against the Hosting Partner in relation to the issue or failure to issue an accounting document or invoice.

12. THE SWIPELIME SERVICE FEE

12.1 The Hosting Partner shall pay a fixed fee ("Fixed Fee") for the *swipelime* Service, due annually or monthly in advance, according to the chosen tariff package. The applicable fees for each Fee Plan will be published by the Service Provider on its Website.

12.2 The Service Provider shall be entitled to introduce discounts in connection with the Fixed Fee at any time, the terms and conditions of which shall be published on its Website. If the Service Provider publishes on its Website the possibility of a discount or reduction of the Fixed Fee, and the Catering Partner complies with the conditions published on the Website and notifies the Service Provider in writing - by e-mail or in the Catering Partner's User Account - of his/her request for a discount, the Catering Partner shall pay the Service Provider the discounted amount of the Fee, and the provisions of these GTC relating to the Fixed Fee shall apply taking into account the discount. In this case, the terms and conditions relating to the discount published by the Service Provider in relation to the Fixed Fee shall also form part of the Contract between the Service Provider and the Host.

12.3 The Hosting Partner may switch to another tariff package at any time by amending the Open-ended Contract. If the Service Provider allows this on the *swipelime* Platform, the Host Partner may do so by using his User Account and this shall be considered as a modification of the Contract. In the case of a fixed term contract, he/she may only switch to a higher tariff package as described above.

12.4 The Fixed Fee payable by the Hosting Partner to the Service Provider includes the fee for the licence to use the *swipelime* Software granted to the Hosting Partner.

12.5 The Hospitality Partner may choose to pay the Fixed Fee due by one of the following payment methods:

a) by bank transfer to the bank account of the Service Provider published on the Website.

12.7 The annual Fixed Fee is due at the time of conclusion of the Contract or, if the term of the Contract is extended in accordance with these GTC, at the time of the extension of the term of the Contract.

12.8 The first monthly Fixed Charge is due on the date of conclusion of the Contract, while the subsequent monthly Fixed Charges are due on the calendar day of each month with which the Contract is concluded, based on the same calendar day as the number of months.

12.9 After the payment of the Fixed Fee due, the Service Provider shall issue an invoice for the paid Fixed Fee and send it to the Hosting Partner by e-mail or make it available for download by the Hosting Partner in his/her User Account on the *swipelime* Platform.

12.10. The Service Provider shall be entitled, if the Host Partner is in default with the payment of one or more Fixed Fees due, to restrict the use of the *swipelime* Service included in the tariff package chosen by the Host Partner until the payment of all the Fixed Fees due - or to make only part of the services available.

12.11. If the Catering Partner is in arrears with the payment of the Fixed Fee for more than 15 (fifteen) days, the Service Provider is entitled, at its option:

(a) suspend the Hosted Partner's User Account and the provision of the *swipelime* Service until the Hosted Partner has paid all Fixed Fees due, with simultaneous notice to the Hosted Partner;

b) unilaterally terminate the Contract with immediate effect by sending an extraordinary notice of termination by e-mail to the Hosting Partner.

12.12.If the Service Provider restricts the use of the *swipelime* Service by the Hosted Party or suspends the Hosted Party's User Account due to the Hosted Party's late payment, this shall not affect the scope of the Contract and the fact that during the period of the restriction of the *swipelime* Service or suspension of the User Account, additional Fixed Fees under the Contract shall become due.

12.13. Customer is entitled to use the *swipelime* Service free of charge

13. INTELLECTUAL PROPERTY

A/ Intellectual property of the Service Provider

13.1 Except as otherwise provided in these GTC, the Service Provider owns the exclusive intellectual property rights (the "Service Provider Intellectual Property"):

a) the Software running on the Website and the *swipelime* Platform used to provide the *swipelime* Service, the *swipelime* Mobile Application, the structure, design and image of the Website, the *swipelime* Platform and the Mobile Application, as well as any other digital content, in particular graphics and literary works, which are not uploaded to the *swipelime* Platform by the Hosting Partners;

(b) the name "*swipelime*", the *swipelime* logo and all mottos and slogans used by the Service Provider on the *swipelime* Platform and not uploaded by the Hosting Partners.

13.2. The Hosting Partner and the Customer shall have the right to use and run the *swipelime* Software running on the *swipelime* Platform for the provision of the *swipelime* Services on their own computers or Mobile Devices in the web browser for the purpose of using the *swipelime* Services they are entitled to under the Agreement between the Service Provider and the Customer for the duration of the Agreement, which may not be transferred or assigned to a third party.

13.3 The *swipelime* Software used by the Hosting Partner under the Contract may only be used by persons employed by or having other employment relationships with the Hosting Partner, and only for the purposes of the Restaurant and Catering activities of the Hosting Partner, as defined by the legislation applicable to the Hosting Partner and the internal rules of the Hosting Partner, for the purpose of performing tasks related to the activity. Any other use of the *swipelime* Software beyond this is subject to the prior written consent of the Service Provider.

13.4 The copyright in the *swipelime* Software as a computer program and in other works of authorship not uploaded by the Hosting Partners, which are part of the *swipelime* Software or used therein, in particular graphic and photographic works, belongs exclusively to the Service Provider and is reserved by the Service Provider. By the Contract, the Service Provider grants to the Hosting Partners and the Customer a licence to use the *swipelime* Software and the other copyright works mentioned in this clause only to the extent provided for in these GTC: the Hosting Partner and the Customer shall be entitled to use the *swipelime* Software and the other copyright works mentioned only in the manner and to the extent expressly

provided for in these GTC. Except for any free use as provided by law, the Host Affiliate and the Customer may use the Software in any manner not expressly provided for in these GTC only with the prior written permission of the Service Provider.

13.5 Unless otherwise provided by law, the Hosting Partner and the Customer shall not be entitled to:

- a) Decrypt the source code of the *swipelime* Software,
- b) modify, adapt or make any changes to the *swipelime* Software,
- c) use the source code of the *swipelime* Software in other software or to create other software or to link the Software with other software.

B/ Intellectual Property of the Hosting Partner

13.7. Permission for use granted by the Hosting Partner:

13.7.1 By uploading graphic works and photos of the Offer to the *swipelime* Platform in the User Account, the Host Partner grants the Service Provider a non-exclusive, revocable, territorially unrestricted license to use the content uploaded by the Host Partner on the *swipelime* Platform for the purpose of making it available to the public in a manner that allows the Customer to view it online in the web browser of the Mobile Device, or to grant a third party a further license to do so.

13.7.2 The Hosting Partner may revoke the permission to use the works of authorship uploaded to the *swipelime* Platform at any time by deleting the works from the *swipelime* Platform using its User Account. The deleted works may be re-uploaded by the Hosting Partner to the *swipelime* Platform at any time, thereby granting the Service Provider the licence to use them as provided for in these GTC.

13.8 The Hosting Partner's intellectual property warranties:

13.8.1 The Hosted Partner represents and warrants that the photos, artwork and all other content (collectively, the "Hosted Partner Content") uploaded by the Hosted Partner to the *swipelime* Platform in the User Account:

- a) has the right and authority to grant the Service Provider a license to use the Hosted Partner Content on the *swipelime* Platform;
- b) no third party has any right that would prevent or restrict the communication of the Hosted Partner Content to the public on the *swipelime* Platform;

c) Your communication to the public on the *swipelime* Platform does not infringe any rights of any third party other than the Hosting Partner and the Service Provider, in particular any copyright, trademark, trade secret or moral rights.

13.8.2. If a third party asserts any claim against the Service Provider based on the infringement of its rights by the Host Partner's Content, and the Service Provider suffers damage as a result, the Host Partner shall compensate the Service Provider for all damages, including legal costs incurred in connection with the third party's claim, legal fees, attorney's fees, fees, fines - regardless of whether the Service Provider was aware of the unlawful nature of the content or whether the unlawful content was removed from the *swipelime* Platform at the request of the third party.

13.8.3 In the case referred to in Clause 13.8.2 above, the Service Provider may, at its sole discretion, either defend itself against the third party's claim against the Service Provider or settle the third party's claim amicably with the third party. In the latter case, the Service Provider shall have the discretion to decide how and under what conditions to settle the third party's claim. The Host Partner's liability for damages shall also cover the damage suffered by the Service Provider in connection with or resulting from the amicable settlement of the third party's claim. The Hosting Partner may not claim that he has not been given the opportunity to examine the merits of the third party's claim or to give his opinion or suggestion on the amicable settlement of the claim.

13.9 Notification and removal procedure for infringing content uploaded by the Hosting Partner

13.9.1. Any person (hereinafter referred to as "Complainant") whose copyright or copyright-related right or exclusive right under a trademark, or any right other than an exclusive right under a copyright or copyright-related right or trademark, in particular trade secret or moral rights, is infringed by any content uploaded by the Hosting Partner and communicated to the public on the *swipelime* Platform, may, by notifying the Service Provider, request the Service Provider to remove the infringing content.

13.9.2 Based on the Complainant's notification, the Service Provider may, at its sole discretion, decide to temporarily suspend access to the content deemed to be infringing or permanently remove the content from the *swipelime* Platform and notify the Hosting Partner of this action by e-mail within 3 working days of the action taken.

13.9.3 If the Hosting Partner objects to the action taken by the Service Provider on the basis of the Complainant's notification, the Service Provider is not obliged to terminate the temporary suspension of access to the infringing content or to restore the permanently deleted content on the *swipelime* Platform.

13.9.4 The Service Provider shall be entitled to maintain the temporary suspension of access to the Content deemed unlawful by the Complainant until the dispute between the Complainant and the Hosting Partner is finally settled by a written agreement between the two parties or by a final court decision. The Service Provider shall restore access to the temporarily unavailable Content in accordance with the agreement between the Complainant and the Hosting Partner or the court's decision, or permanently delete the Content from the *swipelime* Platform.

13.10. Removal of content uploaded by the Hosting Partner on the Service Provider's own initiative

13.10.1 The Service Provider shall be entitled at any time to use technical and IT solutions on the *swipelime* Platform in accordance with the applicable professional standards, recommendations and customs, the purpose or effect of which is to prevent the display of infringing content on the *swipelime* Platform.

13.10.2 The Service Provider may also decide at any time, at its sole discretion, to temporarily or permanently terminate access to any content uploaded by the Hosted Partner, or permanently delete the content from the *swipelime* Platform, even without notifying any third party, if the Service Provider is of the opinion that the content uploaded by the Hosted Partner to the *swipelime* Platform infringes or threatens to infringe the rights of a third party.

13.10.3 If the Service Provider, based on the above decision, removes or terminates access to the content uploaded by the Host Partner to the *swipelime* Platform, the Host Partner shall acknowledge the Service Provider's decision.

13.10.4. The Hosting Partner shall not be entitled to claim compensation from the Service Provider for any damage resulting from the temporary unavailability or deletion of content uploaded by the Hosting Partner on the *swipelime* Platform, if the Service Provider has made the content temporarily unavailable or deleted from the *swipelime* Platform in accordance with the provisions of these GTC.

14. LIMITATION OF LIABILITY OF SERVICE PROVIDERS

14.1 The Service Provider shall be liable to the Hosting Partner and the Customer solely for the provision of the *swipelime* Service in accordance with these GTC.

14.2 The Service Provider shall be liable to the Customer only for direct damages resulting from intentional breach of contract, and to the Hosting Partner only for direct damages resulting from culpable breach of contract. Direct damage shall be deemed to be the depreciation of property and the costs necessary to remedy the damage to property.

14.3 The Service Provider shall not be liable in any way for any loss of profit incurred by the Hosting Partner and the Customer.

14.4 Subject to the exceptions provided by law, the Service Provider shall be liable for compensation for direct damage caused to the Hosting Partners by its own fault, up to the total amount of the Fixed Fee to which it is actually entitled for the duration of the Contract, but not more than 12 months.

14.5 The Service Provider shall not be liable to the Hosting Partner in any way:

a) for the performance by the Customer of the contract between the Hosting Partner and the Customer for the provision of services by the Hosting Partner;

b) the veracity, authenticity and accuracy of the Customer's order placed on the *swipelime* Platform;

c) for handling the Customer's complaint regarding the service of the Hosting Partner and forwarding it to the Hosting Partner;

d) for any damages that the Hosting Partner may suffer as a result of any failure, malfunction or breakdown of the network services and infrastructure provided by a Third Party Person that enables access to and use of the *swipelime* Platform Services or as a result of the failure of any other Third Party Person to provide a service in connection with the *swipelime* Service;

e) for any damages suffered by the Host Partner as a result of sanctions imposed by tax authorities or other authorities in connection with the content published by the Host Partner on the *swipelime* Platform and displayed to Customers or its sales activities on the *swipelime* Platform, provided that they do not result from the defective performance of the *swipelime* Service or any other breach of contract by the Service Provider.

14.6 The Service Provider shall not be liable to the Customer in any way:

a) for the legality, truthfulness and accuracy of the content, data and commercial communications uploaded by the Hosting Partner to the *swipelime* Platform;

b) for the performance by the Hosting Partner of the contract between the Hosting Partner and the Customer for the provision of the services by the Hosting Partner;

c) whether the Host Partner accepts or rejects the Customer's order placed on the *swipelime* Platform;

d) that the commercial communication and communication of the Hospitality Partner published on the *swipelime* Platform and the service sold using the *swipelime* Service comply with the legal provisions, in particular with the consumer protection rules;

e) for the quality and warranty of the service provided by the Catering Partner and the food, drinks and other goods sold by the Catering Partner;

f) for handling the Customer's complaint regarding the Service of the Hosting Partner, for forwarding the complaint to the Hosting Partner;

g) for any damages that the Customer may suffer as a result of failures, malfunction or downtime of network services and infrastructure provided by a Third Party Person that enable access to and use of the *swipelime* Platform services, or as a result of the defective performance of other services provided by a Third Party Person in connection with the *swipelime* Service.

14.7. The Service Provider does not warrant to the Hosting Partners or the Customer that the *swipelime* Software and the Mobile Application are free of errors or bugs. Although the Service Provider shall use all reasonable and economical means to avoid errors in the Software, due to the nature of the Software, errors and bugs may occur, and the Service Provider shall not be liable for any damages resulting from such errors or bugs.

14.8. The Service Provider undertakes to take the usual measures in computer technology to ensure that the *swipelime* Platform, the Website and the Mobile Application are free of computer viruses and other unwanted or malicious programs. To this end, the Service Provider shall in particular use up-to-date anti-virus and IT protection software in accordance with industry standards. However, due to the nature of computer viruses and other unwanted or harmful programs, the Service Provider does not guarantee that the *swipelime* Platform, the Website and the Mobile Application are completely free of computer viruses and other unwanted or harmful programs. The Service Provider disclaims any liability for any damage caused to the Hosting Partners or the Customer by computer viruses and other unwanted or harmful programs that may have been installed on the *swipelime* Platform despite the measures taken by the Service Provider.

14.9. The Service Provider undertakes to take the measures customarily used in the field of computer technology to protect the *swipelime* Platform and the computer hardware operated by the Service Provider that enables its operation from hacker attacks and other unauthorized cyber-network intrusions, but does not warrant that such attacks or intrusions will not occur or will not occur. The Service Provider

disclaims any liability for any damages suffered by *swipelime* Platform users in connection with hacker attacks and other unauthorized cyber intrusions against the *swipelime Platform* despite the measures taken by the Service Provider.

15. PROVISIONS ON CONSUMER PROTECTION

15.1. Contracts concluded in connection with the use of the *swipelime* Service from a consumer protection perspective

15.1.1 The Host acknowledges that the contract between the Service Provider and the Host is not a consumer contract, because the Host uses the *swipelime* Service in the course of his/her business activities, and therefore the legal provisions on consumer protection do not apply to this Contract.

15.1.2 If the Customer is a natural person acting on his/her own behalf outside the scope of his/her profession, self-employment or business activity, the Contract concluded between the Service Provider and the Customer shall be considered a consumer contract. However, in view of the fact that the Customer uses the *swipelime* Service free of charge, the provisions of Government Decree No. 45/2014 (26.II.26.) on the detailed rules of contracts between consumers and businesses, pursuant to Article 1 (1) and (1a) of the said legislation, shall not apply to the Contract referred to in this point.

15.1.3. until proven otherwise, the Customer shall be presumed to be a consumer

15.1.4 If the Customer does not act on his/her own behalf, but on behalf of an organisation he/she represents when using the *swipelime* Service and the services of the Hosting Partner, in that case no consumer contract is concluded with either the Service Provider or the Hosting Partner, given that none of the parties to the contract is a natural person.

15.1.5 If the Customer is a natural person acting on his/her own behalf outside the scope of his/her profession, self-employment or business activity, the Contract between the Customer and the Hosting Partner shall be considered a consumer contract, which is subject to the provisions of Government Decree 45/2014 (26.II.26.) on the detailed rules of contracts between consumers and businesses, pursuant to Article 1 (1) of the Act.

15.2. Complaints handling

15.2.1 The registered office, postal address, e-mail address and Internet address of the Service Provider are specified in Section 3 of the GTC.

15.2.2. The Customer or the Hosting Partner may submit a complaint to the Service Provider regarding the conduct, activity or omission of the Service Provider directly related to the service provided on the *swipelime* Platform in writing, at the Service Provider's e-mail address or via the User Area available on the *swipelime* Platform.

15.2.3 The Service Provider will respond to the written complaint as soon as possible after receipt, but no later than within thirty days, by sending an email to the Customer or the Hospitality Partner to the email address provided by them. The Service Provider shall give reasons for its position rejecting the complaint.

15.2.4 If the complainant is a Consumer, the Service Provider shall inform the Consumer in writing of the authority or conciliation body to which the complaint may be submitted, depending on the nature of the complaint. The address for correspondence of the competent authority or the conciliation body at the place where the Service Provider is established shall be provided.

15.3. Code of Conduct

15.3.1 The Service Provider is not a signatory to the Code of Conduct under the Act on the Prohibition of Unfair Commercial Practices against Consumers and has not signed up to it.

15.4. Conciliation Board

15.4.1 The conciliation body is competent for the out-of-court settlement of disputes between consumers and businesses (consumer disputes) concerning the quality and safety of products, the application of product liability rules, the quality of service, and the conclusion and performance of contracts between the parties. To this end, the conciliation body attempts to reach an agreement between the parties and, if this is unsuccessful, it decides on the case in order to ensure that consumer rights are enforced in a simple, quick, efficient and cost-effective manner. At the request of the consumer or the business, the conciliation body advises on the rights and obligations of the consumer. The conciliation body is an independent body attached to the county (metropolitan) chambers of commerce and industry.

15.4.2. The name of the competent conciliation body according to the Service Provider's registered office is: Budapest Conciliation Board, registered office: 1016 Budapest, Krisztina krt. 99., III. floor. 310., mailing address: 1253 Budapest, PO Box 10.

16. REFERENCIA

16.1 The Hosting Partner gives his/her irrevocable consent that the Service Provider may, during and after the term of the Contract with the Hosting Partner:

a) include the name, trade name or registered trademark or other unregistered word or figurative sign or logo of the Hosting Partner used by the Hosting Partner in the normal course of its business to identify itself as a reference on the Website of the Service Provider,

b) refer to your existing or past contractual relationship with the Hosting Partner as a reference when establishing your business relationship.

17. TRANSFER OF THE CONTRACT

17.1 The Hosting Partner may not transfer the Contract or the rights and claims arising from the Contract to a third party other than the Joined Party.

17.2 The Hosting Partner may not transfer to the Related Party any rights and claims arising from the Contract, but only the whole Contract, on the understanding that, unless otherwise agreed by the parties, the Hosting Partner shall be jointly and severally liable with the successor in title for the performance of the payment obligations arising from the Contract.

17.3 The Service Provider may assign the Contract or its rights and claims arising from the Contract to any third party without limitation, with the prior and irrevocable consent of the Hosting Partner.

18. DECLARATIONS

18.1 Unless otherwise expressly provided in these GTC, any legal declarations, other statements, notifications, announcements, information (collectively, "Declarations") made by the parties in the course of the performance of the Contract and in connection with the termination and amendment of the Contract shall be made in writing only and shall be valid.

18.2 If the Service Provider provides the possibility to do so on the *swipelime* Platform, certain Declarations related to the performance, modification and termination of the Contract shall be made in the dedicated module of the *swipelime* Platform.

18.3 Statements communicated by e-mail shall be deemed to have been communicated to the other party at the moment of sending and only if they have been sent to the e-mail address specified in these GTC or provided by the Hosting Partner in its User Account. Declarations communicated by post, registered and/or certified mail shall be deemed to have been delivered on the day of receipt or the day of refusal of receipt, or, if neither of these is proven, on the fifth day following the date of posting.

19. AMENDMENT OF THE ACEF AND THE TREATY

19.1 The Service Provider is entitled to unilaterally amend these GTC at any time.

19.2 The Service Provider shall publish the amendment of the GTC on the Website and on the *swipelime* Platform in a manner accessible to everyone at least 15 (fifteen) days prior to its entry into force, and shall inform the Guest Hosting Partner registered on the *swipelime* Platform about it separately by e-mail. If the Host Partner does not object to the *swipelime* Service within eight days of the publication of the amendment to the GTC or of the Provider's notification of the amendment to the GTC, the Host Partner accepts the amended GTC and acknowledges that it is bound by them.

19.3 If the amendment to the GTC would create additional material obligations for the Host Partner, would make an existing material obligation more onerous for the Host Partner, or would change or eliminate certain rights or services to which the Host Partner is entitled to the detriment of the Host Partner, the Service Provider shall draw the Host Partner's attention to these in the notice sent to the Host Partner in connection with the amendment to the GTC.

19.4 If the Hosting Partner objects to the amendment of the GTC within eight days of the notification of the amendment of the GTC by sending an e-mail to the Service Provider, the provisions of the amended GTC that are objected to shall not enter into force until the expiry of the fixed term of the fixed term Contract, or until the last day of the calendar month following the publication of the amendment of the GTC on the Website or the *swipelime* Platform, in the case of an open-ended Contract.

19.5. In the event of the Hospitality Partner's objection to the amendment of the GTC within the time limit:

a) if the Contract is for a limited period and the Hosting Partner has not notified the Service Provider in accordance with these GTC that it does not wish to extend the Contract, the extended term of the Contract shall be governed by the text of the GTC

as amended by the amendments published until the expiry of the term of the Contract until the next amendment of the GTC;

(b) if the Contract is of indefinite duration and the Hosting Partner does not terminate the Contract by the last day of the calendar month following the date of publication of the amendment to the GTC on the Website or the *swipelime* Platform, the contested amendments to the GTC shall enter into force on the day following the expiry of the time limit referred to in this clause.

19.6. Changes to fees and tariff packages

19.6.1 In the case of a Contract with an indefinite duration, with monthly fees, the increased Fixed Fee shall apply from the first day of the calendar month following the publication of the amendment.

19.6.2. In the case of a Contract for a fixed term - with annual fees:

a) The modification of the Fixed Fee shall not enter into force until the expiry of the duration of the Contract; in the case of a prolongation of the Contract, the modification shall enter into force in respect of the Contract when the Contract is prolonged: in this case, the increased Fixed Fee shall apply during the prolonged duration of the Contract.

b) The increased Service Charge shall apply from the first day of the calendar month following the publication of the amendment.

19.7 If the Service Provider allows the Hosting Partner to change the tariff package in the User Account on the *swipelime* Platform, this shall be considered as an amendment to the Contract, which shall enter into force upon confirmation of the tariff package change by the Service Provider. When changing a tariff package, the current tariffs published by the Service Provider shall always apply.

19.8 Except as provided above, the Contract may be amended by the parties only by mutual agreement in writing and in a single instrument.

20. RELATIVE INAPPLICABILITY

20.1 The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of the remaining provisions of the Contract.

21. GOVERNING LAW AND JURISDICTION

21.1. The present GTC and the contracts concluded between the Service Provider and the Hosting Partner or the Customers on the basis of the present GTC in relation to the provision and use of the *swipelime* Service, as well as the contracts concluded between the Hosting Partners and the Customers, their interpretation, formation, termination and disputes related to the contracts or their termination shall be governed by Hungarian law and the Hungarian court shall have exclusive jurisdiction to decide such disputes.