

Hungarianhub Inc. – Terms of Use

Last updated in February 2020

Hungarianhub, Inc., a Florida non-profit corporation (hereinafter “us”, “we”, “Hungarianhub”, or “www.HungarianHub.com”) operates the Hungarianhub.com website, contained within or otherwise available through external hyperlinks within such websites, mobile and other applications of the foregoing, and associated social media outlets (collectively, the “Site”). The terms of use and all terms and conditions contained or referenced herein, our privacy policies, cookie policy and, for particular services, any additional posted terms and conditions that apply to such services (collectively, the “Terms and Conditions”) apply to your use of the Site, or any of the products or services offered through the Site, including your communications with us. By using the Site or any of the products or services offered through the Site, you agree to these Terms and Conditions.

We may update these Terms and Conditions from time to time without any notice to you. You agree that it is your responsibility to review the Site and these Terms and Conditions periodically to learn of any modifications. Your continued use of the Site, or any product or service offered through the Site, after the posting of any modifications shall constitute your agreement to be bound by such modified Terms and Conditions.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITONS, DO NOT USE THE SITE; YOU MUST LEAVE THIS PAGE AND MAY NOT ACCESS OR OTHERWISE USE THE SITE.

The following terms and conditions (hereinafter the “Agreement”) govern your participation in the use of the Site, any other related products or services provided by Hungarianhub (taken together the “Service”). The Service is owned and operated by us. The Service is offered subject to your (hereinafter the “User”) acceptance and agreement without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be put into practice by or published from time to time on the Site by us.

BY USING OR ACCESSING ANY PART OF THE SERVICE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN, INCLUDING OUR PRIVACY POLICY. IF YOU DO NOT AGREE, DO NOT USE OR ACCESS THE SERVICE. BY CLICKING THE “AGREE” BUTTON YOU (I) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (II) ACCEPT THIS AGREEMENT; AND (III) AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AND THE CHANGES THERETO. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE.

1. ACCESS

Subject to the terms and conditions of this Agreement, the Service is provided solely for User's own personal use. Hungarianhub may change, suspend or discontinue the Service at any time,

including the availability of any feature, function, content or benefit. Hungarianhub may also impose limits on certain features and services or restrict User's access to parts or all of the Service without notice or liability. Hungarianhub reserves the right, at its discretion, to modify this Agreement at any time by posting a notice on the Site or by sending User a notice via email.

User shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service following such notification constitutes User's acceptance and agreement of the terms and conditions of this Agreement as modified.

Notwithstanding the foregoing, Hungarianhub may change any of its products, services, offers or rewards at any time with or without notice. The Service is available only to individuals who are at least 18 years of age. This Agreement is void where prohibited by law, and the right to access the Service is revoked in such jurisdictions.

2. REGISTRATION

In order to purchase, redeem or use any products or services through the Site, or access certain other features of the Site, you may be required to register with an email address and select a password. Your email address shall serve as your user name. If you register, you agree to provide us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information. You may not select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person or use as a user name a name that is subject to any rights of a person other than you without proper authorization. You will keep all such information updated and will not provide any third party with access to your account. Each User may only have one registered account.

As a condition of account registration, we require that you allow us to send you notifications via email including informational and promotional emails. This is required so we can provide you with a convenient way to access your orders, view your past purchases, review your shopping cart, and modify your preferences. You may opt out of promotional emails at any time as set forth in our terms and conditions.

You are fully responsible for all activities that occur under your user name and password, whether or not you authorize such activities. You are also responsible to maintain the security of any passwords or other account login information. You shall immediately notify us of any unauthorized use of your account. We reserve the right to refuse registration of, or cancel a user name, for any reason.

3. PURCHASE OF SERVICES AND PRODUCTS

By engaging in a transaction, including registering on our Site, ordering any of the services or placing an order for any of the products, your activity is governed by our terms and conditions.

4. PRICING

We do not guarantee the availability of the tickets, and reserves the right to modify or discontinue the special pricing at any time, or to add fees at any time. All tickets are subject to change, and the pricing of them may vary. We reserve the right to cancel any order due to an error. Limited quantities of certain tickets with special pricing may be available, and any promotional offers or specials are good only while supplies last.

5. OTHER SERVICES AND PRODUCTS

Hungarianhub may add other products and services at any time. Such other services and products shall be considered part of the Service and may be subject to additional or different terms and conditions.

6. USE OF THE SITE

Your use of the Site is subject to all applicable laws and regulations. You understand and acknowledge that although the Internet is often a secure environment, sometimes there are interruptions in service or events that are beyond the control of Hungarianhub. Hungarianhub shall not be responsible for any data lost while transmitting information on the Internet. It is Hungarianhub's objective to make the Site accessible 24 hours a day, 7 days a week, the Site may be unavailable from time to time for any reason including, without limitation, due to routine maintenance, update or upgrade. Hungarianhub shall have the right at any time to change or discontinue any part or feature of the Site, including, but not limited to, content, hours of availability, transmission speed and requirements for access or use.

7. RESTRICTIONS

Your unauthorized use may result in the cancellation, and potential suspension or termination of your account. Without limiting the applicability of any other provisions of the terms and conditions herein, you are hereby notified that you may not:

- Use any "deep-link", "page-scrape", "robot", "spider", or other automatic device, program, algorithm, or methodology, or any manual process to access, acquire, copy, or monitor any portion of the Site or our content or our users' content (collectively, the "Content") or obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Site.
- Attempt to gain unauthorized access to any portion of the Site or any Content thereof, or any systems or networks connected to the Site, by hacking, password "mining", or any other illegitimate means.
- Reverse look-up or trace any information of any other Site user or otherwise use the Site for the purposes of obtaining information of any other user of our Site.
- Use any device, software, or process to interfere with, or attempt to interfere with, the proper working of the Site or any Content, or any systems or networks connected to the Site, or with any other person's use of the Site.

- Use the Site or any Content for any purpose that may directly or indirectly be competitive or potentially competitive with Hungarianhub.
- Use the Site or any Content for any purpose that is unlawful or prohibited by the terms and conditions.
- Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site, the Site's systems or networks, or any systems or networks connected to the Site.
- Remove any copyright, trademark, or other proprietary rights notice contained in or on the Site.

8. THIRD PARTY SITES AND LINKS

We may provide links to third party websites and permit User to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. We are not responsible for the content of linked third party websites and we do not make any representations regarding their content or accuracy. Your use of third party websites, including, without limitation, your submission of content to such websites, is at your own risk and subject to the terms and conditions of use for such website. Unless you have executed a written agreement with Hungarianhub expressly permitting you to do so, you may link to the Site. User acknowledges and agrees that Hungarianhub shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, information, or services available on or through any such website or resource. These other websites are not under Hungarianhub's control, and User acknowledges that Hungarianhub is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. We do not recommend or endorse the content of any third party websites, and the inclusion of any such link does not imply endorsement by Hungarianhub.

9. CONTENT

9.1 Hungarianhub Content means all text, graphics, user and visual interfaces, photographs, trademarks, logos, sounds, music, artwork, applications, computer code and associated documentation found on or associated with the Site other than User Content, defined below, including but not limited to the Site as a collective work, its design and structure (hereinafter "Hungarianhub Content"). Hungarianhub Content is owned by or licensed to Hungarianhub and is protected by copyright, trademark, and other intellectual property rights and laws. Except as expressly provided in these terms and conditions, no Hungarianhub Content may be copied, reproduced, sold, republished, transmitted, displayed, reposted, or otherwise distributed for public or commercial purposes. Nothing contained in these terms and conditions shall be deemed to grant to you or any other user any rights, title, or interest in or to any copyright, trademark, or other proprietary right of ours or any of our licensors.

9.2 User Content means any content, including any text, images, photos, audio, video, and all other forms of data or communication that a user provides or submits to us or our affiliates in any way including social media, survey responses and ratings and reviews (hereinafter “User Content”). User Content does not include any Hungarianhub Content.

9.2.1. As between you and us, subject to any licenses and rights expressly granted herein, any User Content posted by you is owned by you.

9.2.2. You are solely responsible for your User Content. By providing User Content to us you hereby grant, and represent, and warrant that you have all rights and authority necessary to grant, (i) Hungarianhub and our affiliates, a perpetual, irrevocable, non-exclusive, transferable, royalty-free, fully sublicensable, fully paid-up, worldwide license and right to use, modify, copy, reproduce, publish, distribute, publicly perform or display, adapt, translate, create derivative works, archive, store, upload, share, post, sublicense, or otherwise make available, such User Content in any form and through any media of any kind now known or later developed, for any purpose, with or without attribution, and (ii) subject to the restrictions set forth in these terms and conditions, all users a perpetual, irrevocable, non-exclusive, royalty-free license and right to use, such User Content for each such user’s personal, non-commercial use. You hereby irrevocably waive and assign to us any and all moral rights you may have in or with respect to any User Content you provide to us.

9.2.3. If you submit any idea or expression of ideas within your User Content (hereinafter an “Idea”), you further agree as follows:

- To the best of your knowledge, the Idea represents your original work, you have all necessary rights to disclose the Idea to us, and doing so, and our use of the Idea, will not infringe upon any third party;
- Your disclosure of your Idea does not establish a confidential relationship with us or obligate us to treat the Idea as confidential;
- We have no obligation, whether express or implied, to develop or use your Idea and no compensation is due to you or anyone else for any use of that Idea, related Ideas, or ideas derived from your Idea; and
- Except to the extent these terms are superseded by a separate written agreement signed by you and Hungarianhub, you hereby irrevocably release and discharge Hungarianhub and its affiliates from any and all actions, causes of actions, claims, damages, liabilities, and demands, whether absolute or contingent, which you now have or hereafter may have against Hungarianhub and its affiliates with respect to the Idea.

9.2.4. Without limiting the applicability of any other provisions of these terms and conditions, you may not post, upload, or transmit any User Content that:

- Is offensive, threatening, illegal, harmful, tortuous, abusive, defamatory, obscene, vulgar, hateful, that infringes any third party right, or is otherwise objectionable;
- Promotes illegal activities or conduct that is offensive, threatening, harmful, tortuous, abusive, defamatory, obscene, vulgar, hateful, or is otherwise unlawful;
- Is false, misleading, or defamatory;
- Is protected by copyright, trade secret, or subject to any other third party intellectual property rights or privacy rights unless you are the owner of such rights or you have the express permission from the rightful owner of such rights to upload, post, or submit such content and to grant us all the rights granted herein;
- Provides personal data such as telephone numbers, home or email addresses, full names or last names, or photographs;
- Involves the transmission of unsolicited mass mail, spam, junk mail, or otherwise interferes with other users' enjoyment of the Site;
- Falsely states or implies that such content is sponsored or endorsed by us or our affiliates;
- Contains restricted or password-only access pages or hidden pages or images;
- Involves commercial activities or sales without our express prior written consent; or
- Involves sending or otherwise making available any material that contains viruses, Trojan horses, worms, time bombs, or any other similar software that may damage the operation of Hungarianhub's or any third party web provider's servers, computers, or networks.

9.2.5. We assume no responsibility for monitoring any of the User Content and have no obligation to review the User Content. In addition, we do not guarantee the accuracy, integrity, or quality of the User Content. Nonetheless, we reserve the right, at all times and for any reason whatsoever, to edit or remove any User Content, as well as selectively publish certain User Content. The foregoing provisions apply equally to and are for the benefit of Hungarianhub, its subsidiaries, affiliates and its third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

10. COPYRIGHTS AND TRADEMARKS

Without limiting the applicability of any other provisions of these terms and conditions, you may not post, upload, or transmit any User Content that is protected by copyright, trade secret, or subject to any other third party intellectual property rights or privacy rights unless you are the owner of such rights or you have the express permission from the rightful owner of such rights to upload, post, or submit such content and to grant us all the rights granted herein. The foregoing provisions apply equally to and are for the benefit of Hungarianhub, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

If you believe any User Content or any other aspect of our Site infringes your copyright, you should send written notice of copyright infringement to our designated copyright agent at the email address below and we will provide you with our Copyright Agent's contact information. Your notice must meet the requirements of the Digital Millennium Copyright Act (hereinafter the "DMCA") by providing the following information:

- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, email address, and telephone number;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright at issue.

The email address for requesting our Copyright Agent's contact information is copyright@hungarianhub.com.

If you believe in good faith that someone has wrongfully filed a notice of copyright infringement against you, DMCA permits you to send us a counter-notice. Counter-notices must meet the then-current statutory requirements imposed by the DMCA and sent our Copyright at copyright@hungarianhub.com.

11. WARRANTY DISCLAIMER

THE SITE, ALL CONTENT, ALL SERVICES AND ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS AND HUNGARIANHUB ON BEHALF OF ITSELF AND ALL TRANSACTION INFORMATION PROVIDERS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. HUNGARIANHUB MAKES NO WARRANTY THAT (I) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (II) THE RESULTS OF USING THE SERVICE WILL MEET USER'S REQUIREMENTS. USER ACKNOWLEDGES THAT HUNGARIANHUB IS NOT RESPONSIBLE FOR (I) ANY PRODUCTS OR SERVICES PROVIDED BY ANY PARTICIPATING MERCHANT, OR (II) ANY USER CONTENT OF THE AFFECTS OF SUCH CONTENT ON USER. USER'S USE OF THE SERVICE IS SOLELY AT USER'S OWN RISK. HUNGARIANHUB DISCLAIMS ANY AND ALL WARRANTIES FOR THIRD PARTY GOODS AND SERVICES RECEIVED THROUGH, OR IN CONNECTION WITH, OR ADVERTISED ON, THE SERVICE.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the

foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL HUNGARIANHUB, THE TRANSACTION INFORMATION PROVIDERS, OR ANY OF ITS OR THEIR AFFILIATES, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE SERVICE OR ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE SERVICE: (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, REGARDLESS OF THE SOURCE OF ORIGIN, (III) FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR INFORMATION OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF USER'S USE OF ANY CONTENT OR INFORMATION POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE AT OR THROUGH THE SERVICE, (IV) FOR ANY PARTICIPATING MERCHANT'S PRODUCTS, SERVICES, OFFERS, REWARDS OR ACTIVITIES, (V) FOR ANY DIRECT DAMAGES IN EXCESS OF IN THE AGGREGATE \$100.00 (ONE HUNDRED US DOLLARS), OR (VI) FOR ANY DAMAGES RELATED TO ANY MATTERS BEYOND ITS REASONABLE CONTROL, SUCH AS ANY THIRD PARTY "HACKING", ISP OUTAGES, ETC. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF THE SITE.

In addition, Hungarianhub shall not be liable for any loss or liability resulting, directly or indirectly, from User's inability to access or otherwise use the Site, including, without limitation, any delays or interruptions due to electronic or mechanical equipment failures, denial of service attacks, data data processing failures, telecommunications or Internet problems or utility failures.

THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. PRIVACY POLICIES AND COPPA

The Site is not directed to children under the age of 13 and we do not knowingly collect personally identifiable information from children under the age of 13, nor do we knowingly distribute such information to third parties. For the detailed information, please see Hungarianhub's [Privacy Policy](#).

14. INDEMNIFICATION

You agree to defend, indemnify, and hold Hungarianhub and our affiliates harmless from and against any demands, loss, liability, claims, damages or expenses, including reasonable attorneys' fees and costs, made against us by any third party due to, arising out of, or related to (i) your access to the Site or part thereof, (ii) User's use or misuse of the Site, (iii) any User Content posted, uploaded or transmitted, or otherwise contributes by you, (iv) your use or distribution of any User Content, (v) your violation of our terms and conditions, (vi) any use of your user name by you or any third party, (vii) the infringement or other violation by you, or any third party using

your account or user name, of any intellectual property or other right of any person, or (viii) gross negligence or willful misconduct,

15. TERMINATION

In addition to exercising other remedies that may be available, we may, at any time, terminate your account or suspend or prohibit your access to the Site without prior notice to you for violating any of the terms and conditions or for any other reason.

16. NOTICES

We may send you notice with respect to the Site by sending an email message to the email address listed in your account, by sending a letter via postal mail to the contact address listed in your account, or by posting on the Site. Notices shall become effective immediately. Any notices will be deemed delivered to the party receiving such communication (i) one business days after deposit with an overnight carrier, (ii) three business days after mailing date if sent by postal mail, (iii) the date we post the notice to the Site, or (iv) the date of transmittal if sent via email.

17. DISPUTE RESOLUTION

The location of any dispute resolution, by arbitration or litigation, shall be in Orlando, Florida. Similarly, any action to enforcement an arbitration award must be brought in the state courts of the State of Florida located in Orlando, Florida. You irrevocably consent to the jurisdiction of the aforementioned courts.

17.1. Arbitration

All disputes or claims arising out of or relating in any way to your visit to the Site, your purchase, redemption or use of any of our Services, our terms and conditions, this Agreement or our privacy policies (hereinafter "Claims") shall be resolved by binding arbitration, rather than in court. You acknowledge that you are foregoing your right to a trial by jury and will not proceed in a lawsuit in state or federal court. Arbitration will be preceded by mandatory mediation conducted by the American Arbitration Association (hereinafter "AAA") pursuant to the AAA Commercial Arbitration Rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes, where applicable, and be governed by the Federal Arbitration Act. Parties are required to mediate in good faith and at all stages of the process shall aim to find a resolution that is mutually beneficial for both Parties. Any Claims between Parties that cannot be resolved by mediation shall be subject to arbitration by an arbitrator in accordance with the rules set forth by the Federal Arbitration Act (hereinafter "Rules") in effect at the time of submission to arbitration. The arbitrator shall honor the terms of this Agreement, follow applicable laws, and can issue reasonable relief, including monetary damages as well as injunctive, declaratory or statutory mandated relief.

17.2. No Class Action

All arbitration proceedings shall be individual arbitration. You expressly agree that no other claims may be joined with your claims. You further agree that you have voluntarily waived the

right to file or join a lawsuit in state or federal court, a right to a jury trial, and the right to file or join a class action lawsuit, and expressly acknowledge that the parties reject class arbitration. Neither you nor we shall be entitled to join, sue on behalf of a putative class or consolidated claims, or arbitrate any claim as a representative or in a class action. If any part of this Section of this Agreement, with the exception of the waiver of class action or class arbitration, is deemed invalid or unenforceable by any arbitrator or court, that provision shall be severed and the balance of this Agreement shall remain in effect and shall be construed in accordance with its terms as if the unenforceable provision were not included. If the class action or class arbitration waiver is found to unenforceable, then the entire arbitration provision shall be null and void.

18. GOVERNING LAW

Our terms and conditions are governed by and construed in accordance with the internal laws of the State of California, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Florida, and waive any objection to such jurisdiction or venue. Although the Site may be accessible worldwide, we make no representation that materials on the Site are appropriate or available for use in locations outside the United States and accessing the Site from territories where its use is illegal is prohibited.

19. WAIVER

Any failure by HungarianHub to enforce or exercise any provisions of these terms and conditions shall not constitute a waiver of that right or provision. Our failure to act with respect to a breach by you or others does not waive our rights to act with respect to subsequent or similar breaches.

20. MISCELLANEOUS TERMS

These terms and conditions represent the entire agreement between you and us with respect to the subject matter addressed herein and supersedes all prior to contemporaneous agreements or understandings, written or oral. These terms and conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and lawful assigns. The section headings used herein are for convenience only and shall be of no legal force or effect. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in and the remaining portions of this Agreement shall continue in full force and effect.