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GENERAL TERMS AND CONDITIONS

The aim of these General Terms and Conditions (hereinafter: "**Terms**") is to fully regulate the rights and obligations of the Admin (hereinafter: "**Admin**") using the services provided via the website "**SMUC**" (https://smuc.io website, hereinafter: website or site) by **Group Now Korlátolt Felelősségű Társaság (seat: 1054 Budapest, Báthory utca 22. 2. em. 4., company registration number: 01-09-326240, VAT number: 22628350-2-41)** (hereinafter: "**Service Provider**") (Service provider and Admin hereinafter jointly referred to as "Parties") and the general conditions and methods of using the services of the website.

1. General provisions

1.1. The Admin may use the website and the provided Service after registration, if they accept and adhere to the conditions of these Terms.

1.2. When registering to the website, Admin accepts the conditions set out in these Terms, agrees to all provisions herein and acknowledges them as binding. If the Admin does not accept the provisions of these Terms during registration and does not make a statement about having read and acknowledged the Privacy Policy, they are not entitled to use the website and the Service.

1.3. The original language of the contract, which is concluded between the Admin and the Service Provider when the Admin accepts these Terms on the website and orders free services or purchases the services for sale, is Hungarian. The contract qualifies as an electronically concluded contract not set out in writing. Service Provider only registers and archives the content of the contract electronically to make it accessible and retrievable at a later date.

Service Provider informs the Admin that the Service Provider does not subject themselves to the provisions of any code of conduct.

Website operator: GroupNow
Service Provider's information:

Company name: **GroupNow Kft.**
Seat: **1054 Budapest, Báthory utca 22. 2. em. 4.**
Company registration number: **01-09-326240**
Postal address: **1054 Budapest, Báthory utca 22. 2. em. 4.**
Email: admin@smuc.io

Name and contact details of the site's hosting service provider:
Mosta, Malta

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Phone: +44 330 001 0338

OVH LIMITED
1801 McGill College Ave.
Suite 800
Montreal, Quebec H3A 2N4
Canada

1.4. The site operates in every known browser software and operation system. The site communicates via HTTPS protocol. Communication via the site is encrypted. The security of the site is appropriate, using it does not pose a threat to its users; however, Service Provider recommends the Admins to take the following precautions: they shall use software providing protection against viruses and spyware and always install the security updates offered by their operating system. Making a purchase on the website infers that the Admin knows and accepts the limitations and possible errors of internet technology.

2. Scope of these Terms

2.1. These Terms apply to all legal transactions and services performed via the website and which the Service Provider provides to the Admin via the site.

2.2. The territorial scope of these Terms extends to the legal transactions conducted between the Service Provider and the Admin in Hungary. The legal relation of the Parties is governed by the Hungarian law.

2.3. These Terms fully and automatically regulate the conditions of the legal relation established between the Service Provider and the Admin.

2.4. These Terms come into effect on the day they are published taking into account that they become binding to the Admin when the Admin registers and accepts the Terms. These Terms expire if the Service Provider revokes or – regarding the provisions to be amended – amends them.

3. Amendment and publication of the Terms

3.1. The Service Provider publishes the effective Terms on the website and ensures that the Admin may access it any time. The Service Provider ensures that the Admin may easily download the Terms from the site.

3.2. The Service Provider is obliged to publish the amended Terms on the website and mark the amended provisions and the effective date of the amendments on or before the date the amendment comes into effect. The amendment shall be published in a way – possibly in a consolidated structure

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– which clearly indicates the amendment, the effective date and the scope of the amendment to the Admin. In order to continue using the service, Admin shall read and accept the amendments of the Terms. Service Provider enables this electronically, in a pop-up window upon the first login after the amendments have come into effect.

4. Concepts used in these Terms

4.1. Service Provider: By operating the collection site, Service Provider offers an online streaming service to Admin. Using this streaming service, Admin may showcase one or multiple products or product lists that may immediately be put to cart and bought through the webshop that sells these products and is connected to the streaming service.

4.2. Admin: the natural or legal person who uses the services according to the conditions specified in these Terms.

4.3. Service: A service on a collection website that, after registration, may be used by the Admin for free or for a fee. In this Service, Service Provider gives access to a streaming service that enables streaming of live streams or pre-recorded videos while the Admin may interact with others using the live chat feature. Streamed videos are automatically shared to the selected webshop. The Service enables live stream or pre-recorded videos to be streamed on social media platforms. These streams may be public to anyone or access may be limited by an "invitation only" restriction. The Service may only be bought online by selecting a "SMUC Package" offered by Service Provider. In case of a paid service, Service may only be used once the required fee has been paid. The Service has free parts that may be used after free registration and paid features that require the purchase of a Package. https://smuc.io/csomagok/

4.3.1. Free Service: the following services offered by Service Provider after free registration: https://smuc.io/csomagok/

4.3.2. Paid services require paid registration and refer to the following services offered by Service Provider and used by Admin for a fee: https://smuc.io/csomagok/

Packages are month-to-month. The Packages are valid for a period of 1 month, the last day of the Package is the same day of the next month; if there is no such day in the next month, the Package expires on the last day of that month, or it may automatically renew if Admin does not cancel the subscription at least 5 days prior to the expiration date.

Viewer: Anyone who was during live stream and - beginning a 60 second period - watched the stream for at least for a second.

Viewer minute: An active viewer's participation during live stream for at least 60 seconds. The viewer minutes collide during one live stream between the different viewers.

4.5. Consumer: the natural person who acts outside the scope of their own profession, individual occupation or business activity when purchasing the Services subject to these Terms and during the contracts concluded to use this Service.

5. Use of the Service

5.1. The Service provided via the site may only be used and the Service may only be purchased electronically after registration on the website, and free trial of the Service is only possible after free registration, as specified by these Terms. Registration on the website is free of charge or paid. Paid registration includes the purchase of a Package Service for a month.

5.2.
a/ **Free registration:** In order to use the free Services, Admin shall register by clicking the "Start for free" button that redirects to the available Packages. After selecting the Free Package, the "Register for free" button becomes visible. Admin may register after clicking on this button. First they shall use the relevant field and select whether to register as a natural or legal person, then provide data as a natural person (first name, last name, email address, password) or as a legal person (first name, last name, company name, tax number, email address, password). Admin shall fill in the form displayed at the registration interface as required based on their real and valid data. The Service Provider is not obliged to check the validity of the data entered, the Service Provider cannot be held liable in case of any legal disputes and damages arising related to this. Once all necessary data has been provided, by clicking "Next", an overview page appears where the "Order Package" button finishes the free registration. Reading and accepting the Terms and reading and acknowledging the Privacy Policy is a prerequisite of the registration. By checking the checkbox next to "**I have read and understood the Terms & Conditions**" and "**I have read and understood the Privacy Policy**" and by clicking on the "Order Package" button, the Admin acknowledges that they have read and understood the Terms and the Privacy Policy and their content and accepted the provisions of the Terms effectively. Service Provider informs the Admin that not adhering to the provisions of the Terms is a breach of contract for which the Admin is legally liable.

b/ Paid registration: In order to use the paid Services, Admin shall click on the "Prices" button that redirects to the available Packages for the Service, including the Free version (see section 5.2. a/). In case of paid packages, Admin shall click on the "Try it" button to register and purchase the Service. On the registration page, Admin shall provide the required data (as a natural or legal person, see section a/) and Admin shall request an invoice by checking the "Invoice as a company" checkbox. After checking the checkbox, the website automatically generates the fields required for the invoicing details, where the Admin shall enter the data required for invoicing (company name, VAT number,

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seat). Admin shall fill in the form displayed at the registration interface as required based on their real and valid data. The Service Provider is not obliged to check the validity of the data entered, the Service Provider cannot be held liable in case of any legal disputes and damages arising related to this.
Once all necessary data has been provided, by clicking "Next", Admin is redirected to select a payment method. Available payment methods: online bank card or PayPal. Online bank card payments are conducted via Stripe, using its embedded platform (https://stripe.com/en-gb-hu) or via Stripe, using Apple Pay or Google Pay. Payment details are not collected and stored by the website.

The online payment system of Stripe allows payment with the following bank cards and digital wallets:

- MasterCard
- VISA
- American Express
- Discover
- Apple Pay
- Google Pay

More information about Stripe: stripe.com
Stripe data protection, disclaimers, policies

Once the payment details are provided, in case of Stripe, Apple Pay and Google Pay, by clicking "Pay", the payment is done and the Service is purchased. When selecting PayPal, payment is done through the website of PayPal. Reading and accepting the Terms and reading and accepting the Privacy Policy is a prerequisite of paid registration and therefore using, i.e. purchasing the paid packages. By checking the checkbox next to "**I have read and understood the Terms & Conditions**" and "**I have read and understood the Privacy Policy**" and by clicking on the "Pay" button, the Admin acknowledges that they have read and understood the Terms and the Privacy Policy and their content and accepted the provisions of the Terms effectively. Service Provider informs the Admin that not adhering to the provisions of the Terms is a breach of contract for which the Admin is legally liable.

5.3. Service Provider provides appropriate technical equipment during the whole registration process – until it is completed – so that the Admin may identify and amend data entry errors before finalizing their registration. The Service Provider underlines that if the Admin fails to enter their data or does not provide them in full while registering to the website, the Service Provider cannot accept the Admin profile registration and Service Provider is not obliged to permit the access and viewing of online materials due to a lack of information essential for providing the Service.

5.5. After finalizing the registration and **successful payment**, the Service Provider confirms the successful registration within 24 hours in an email sent to the address provided by the Admin and also redirects to the website to an overview page.

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5.6. Service Provider cannot be held liable if the confirmation or any other email notification is not received by the Admin due to an incorrect email address provided or if the message cannot be delivered due to storage limitations of their email account.

5.7. The Admin is entitled to delete their registration. Removing the account may be done by clicking on "Dashboard" and then "Delete account". Admin shall provide their password and then click "Confirm" to delete the account. The website immediately processes the request to delete the account. A Profile may only be deleted if Admin has paid all fees due, including the fee for exceeding the viewer minute limitation. Until these fees are paid, Service Provider has access to Admin's data. Once these fees are paid, the user profile is deleted. We would like to inform you that once the user profile is deleted, the data cannot be retrieved; therefore, if the Admin would like to use the Service again, they shall complete a free registration on the website or buy the Service by selecting a paid package. In case of a paid registration, by deleting the account, Admin becomes unable to use the Service, and fees already paid for the Service are not paid back.

5.8. In case of paid Services, when the viewer minute limitation is reached, the extra viewer minutes are paid in an additional invoice every month. The fee for the extra viewer minute is charged on Admin's account based on Service Provider's invoice on the first day after the monthly subscription expires. The minutes of viewers can be monitored by videos in the Admin profile. These figures are electronically saved and stored by Service Provider for the period during which a fee is chargeable for viewers.

If Admin allows the viewer minute limitation to be exceeded in case of a free registration, Service Provider requests Admin's payment details on the website. Admin then receives monthly billing about viewer minutes and Service Provider charges the bank card registered by Admin on the first day after the monthly subscription expires.

If Admin allows the viewer minutes to be exceeded in case of a free registration, Service Provider informs Admin in a drop-down window about the fees of this. Admin shall acknowledge this by checking the checkbox and then providing payment details and consenting to pay the fee calculated from the extra viewer minutes. The fee is included in the invoice sent by Service Provider on the first day after each month.

6. Packages available on the site, the free Service Package and their use

6.1. The datasheets for the Packages sold via the website by the Service Provider are displayed on the website and they include a detailed description of the Packages and their characteristics.

6.2. After registration, Admin shall click on the confirmation link sent to the email address provided to activate the registration. To use the Service, Admin then needs to click the Login button on the website.

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7.1. Purchasing the Service is not possible via phone, post or electronic mail.

7.2. The Admin may select the desired Package during the purchasing process and may view its description.

If the Admin has any questions regarding the Package before purchasing, they are entitled to contact the Service Provider at info@smuc.io.

7.3. If the Admin realizes after completing the purchase that they provided incorrect data required by the Service Provider to complete the purchase (invoicing), they can inform the Service Provider about the error and send the correct data in writing within 5 (five) working days after the purchase via an email to info@smuc.io.

7.4. The Admin may pay for their preferred Package on the website of Service Provider:
- online, by bank card via STRIPE, or
- using PayPay.

Stripe's embedded platform for a secure payment is displayed on the website. To initiate the payment, Admin shall first enter their card details.

Once the card details are provided, the transaction begins after clicking "Pay".

Stripe (Apple Pay and Google Pay) then charges the account of the card holder with the transaction amount. In case of issues, the transaction page informs Admin about the nature of the issue and provides a chance to change data.

In case Admin already has a PayPal account, they need to provide their email and password to complete the payment. The required amount may be paid using the bank card connected to the PayPal account.

In case Admin has no PayPal account, the below details are required to pay the transaction amount:

Country	The country where the card was issued
Card Number	The number of the bank card
Expires	The date of expiry in a MM/YY format
CSC	A three-digit security code found on the back of the card
First name	Card holder's first name

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Last name	Card holder's last name
Address line 1	Address (street, street number, door number, etc.)
Address line 2	Not mandatory
City	Card holder's city
State / Province / Region	Card holder's region
Postal code	Zip code
Phone number	Format e.g. +36301234567
Email	The email address to receive confirmation
Password	The user's password (Required only if you wish to register.)
Confirm password	The password again
Agree & Continue	Confirmation

More information and PayPal registration: www.paypal.com. The automatic, monthly renewal of a paid service (as set out in 4.3.2.) happens in advance, on the same day of the next month based on when the Service was bought. The fee is charged at the same time of the original purchase using the payment method set by Admin upon registration, i.e. from a bank or PayPal account. By registering and paying for a paid Package, Admin explicitly agrees to this.

In case by any reason Service Provider fails to collect the price of a paid service via automatic renewal, Admin's account shall immediately be rendered inactive. Admin will then only be able to use the Service if they pay the amount due within 30 days. Until the required amount is paid, only free Service is enabled.

The price of the Service Packages offered on the website is displayed in EUR. The price of the purchasable Packages is subject to the VAT and other dues.

The payment process during the registration and purchase (as of 5.2. b/) can be aborted by clicking the "Previous" button on the payment details page.

The payment process may also be aborted on the providers' webpage before the payment is confirmed.

After finalizing the purchase, during payment, if the Service Provider cannot block or charge the price of the Package on the Admin's bank account through the payment service provider, the payment is unsuccessful, therefore the Package is not purchased by the Admin and the registration remains incomplete.

After successful payment, the Admin is redirected to our payment overview page where the transaction is confirmed.

7.5. After a successful paid registration, Service Provider sends an automatic notification to the email address provided by Admin, confirming the subscription (with Package information, Package start and end date included). The legal relationship set out in these Terms is created upon the free registration or the paid registration and successful payment.

7.6. The Service Provider reserves the right to modify the Service, the scope of Packages purchasable on the website and their prices at any time. The Service Provider confirms that a price change does not affect the price of already purchased Services unfavorably.

If, despite the due diligence of the Service Provider, an incorrect price is displayed on the website, especially in case of clearly incorrect prices, e.g. a price significantly different from the well-known, generally accepted price of the product, or a HUF "0" or HUF "1" price displayed due to a system error, the Service Provider is not obliged to provide the Service at the displayed price, but they can offer the Service at the correct price, based on which the Admin may decide to withdraw from their purchase intent.

7.7. The Service Provider informs the Admin about the details of the price reductions or other discounts (sales and prize draws) available on the website – with special attention to their scale and length, eligibility and participation criteria and limitations.

8. Cancelling the Service and changing the Subscription Package

8.1. Monthly subscription: The Package is valid for 1 month, and Admin may cancel it anytime by logging in to the website and selecting the Dashboard, then going to the Subscription menu in the User profile.

Once the remaining subscription expires, the Service ends. Cancelling the Service has no effect on Admin's registration, but once the Service expires, only free Service is enabled. Once cancelled, the monthly subscription may be renewed anytime: Go to the Dashboard or "Prices" menu, then select "Switch to another Package".

After login, Admin may go to the Dashboard and select "Switch to another Package" and select larger or smaller Packages. In case of a larger Package, the new Package becomes available from the date of the switch, in case of smaller Packages, the Package becomes available once the previous Package has expired. When switching to a smaller Package, fees paid for a Package already ordered are not returned.

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9. Right of withdrawal and exercising this right

9.1. The provisions in this Section only apply to Admins who qualify as consumers according to these Terms.

9.2. Admin acknowledges that by ordering a paid Service, they have a 14 days withdrawal period. Withdrawal shall only be made via email sent to info@smuc.io. In case of a withdrawal during the withdrawal period, Service Provider returns the fee paid for the Package within 30 days. Admin acknowledges that the right of withdrawal is lost once the use of the Service has been started, because withdrawal is not possible in case of online digital content where data transfer (streaming) has begun. Admin accepts that by starting a download or data transfer, the right of withdrawal is lost. Admin may, however, cancel the Service.

10. Handling of Admin complaints

10.1. If during purchase or after using of the service, the Admin has any complaints, the Admin is entitled to submit these to the Service Provider.

10.2. The complaint may be sent to the email address info@smuc.io as an electronic message or via post to the postal address 1054 Budapest, Báthory utca 22. 2. em. 4. as a letter. After receiving the written complaint, the Service Provider is obliged to investigate it immediately or at latest within thirty (30) days after receiving the complaint, and they shall notify the Admin about the findings of the investigation and – if the complaint was rejected – about the legal remedy options provided to the Admin and the information required to start such a procedure or to use this method of dispute resolution. The Service Provider is obliged to store the copy of the complaint response for 5 (five) years. If the Service Provider agrees with the complaint, they take the required measures to remedy the complaint, while if the Service Provider rejects the Admin's complaint, they are obliged to justify their opinion and send it to the Admin.

Moreover, the consumer can contact the following institutions in order to solve their consumer protection problem:

● the Consumer Protection Authority deals with the infringements of consumer protection law,
● the Conciliation Board helps the resolution of individual cases,
● the European Consumer Centre helps the resolution of cross-border consumer legal disputes.

10.3. If these rights of the consumer are violated, they are entitled to file a complaint to the consumer protection authority with territorial competence over their domicile. After judging the complaint, the authority makes a decision about conducting the consumer protection procedure. The consumer protection authority is the government office. (The General Inspectorate for Consumer Protection is

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a specialized administrative body operating within the organization of government offices, which is responsible for consumer protection authority cases at first instance, their professional control is exercised by the National Consumer Protection Office.) The contact information of the consumer protection authority are listed at http://www.kormanyhivatal.hu/hu under Információk/Elérhetőségek (Information/Contact) (http://www.kormanyhivatal.hu/hu/elerhetosegek).

10.4. If the Service Provider rejects the consumer's complaint, the consumer may request to initiate the procedure of the competent conciliation board. The Service Provider is obliged to cooperate with the procedure of the conciliation board. The conciliation board with territorial competence over the seat of the Service Provider is the Budapest Conciliation Board:

Budapest Conciliation Board
1016 Budapest, Krisztina krt. 99. III. em. 310.
Postal address: 1253 Budapest, Pf.: 10.
Email: bekelteto.testulet@bkik.hu
Fax: 06 (1) 488 21 86
Phone: 06 (1) 488 21 31
Website: www.bekeltet.bkik.hu

If the Service Provider rejects the consumer's complaint, the consumer has the right to contact the conciliation board with territorial jurisdiction over the consumer's domicile or place of residence: the prerequisite of starting the conciliation board procedure is that the consumer shall first attempt to resolve the dispute directly with the Service Provider. The procedure – based on the request of the consumer – will be within the competence of the conciliation board marked by the consumer's request instead of the competent board.

The contact information of the conciliation boards with territorial jurisdiction

Baranya County Conciliation Board
Address: 7625 Pécs, Majorossy I. u. 36.
Phone: 06-72-507-154
Fax: 06-72-507-152
Email: info@baranyabekeltetes.hu

Bács-Kiskun County Conciliation Board
Address: 6000 Kecskemét, Árpád krt. 4.
Phone: 06-76-501-500; 06-76-501-525, 06-76-501-523
Fax: 06-76-501-538
Email: bekeltetes@bacsbekeltetes.hu; mariann. matyus@bkmkik.hu
Website: www.bacsbekeltetes.hu

Békés County Conciliation Board
Address: 5600 Békéscsaba, Penza ltp. 5.
Phone: 06-66-324-976

Borsod-Abaúj-Zemplén County Conciliation Board
Address: 3525 Miskolc, Szentpáli u. 1.

Fax: 06-66-324-976
Email: bekeltetes@bmkik.hu;
eva.toth@bmkik.hu

Budapest Conciliation Board
Address: 1016 Budapest, Krisztina krt. 99.
III. em. 310.
Phone: 06-1-488-2131
Fax: 06-1-488-2186
Email: bekelteto.testulet@bkik.hu

Fejér County Conciliation Board
Address: 8000 Székesfehérvár,
Hosszúsétatér 4-6.
Phone: 06-22-510-310
Fax: 06-22-510-312
Email: fmkik@fmkik.hu

Győr-Moson-Sopron County Conciliation Board
Address: 9021 Győr, Szent István út 10/a.
Phone: 06-96-520-217
Fax: 06-96-520-218
Email: bekeltetotestulet@gymskik.hu

Jász-Nagykun-Szolnok County Conciliation Board
Address: 5000 Szolnok, Verseghy park 8.
III. floor 305-306.
Phone: 06-20/373-2570
Email: bekeltetotestulet@iparkamaraszolnok.hu

Nógrád County Conciliation Board
Address: 3100 Salgótarján, Alkotmány út 9/A.
Phone: 06-32-520-860
Fax: 06-32-520-862
Email: nkik@nkik.hu
Website: www.nkik.hu

Phone: 06-46-501-091; 06-46-501-870
Fax: 06-46-501-099
Email: bekeltetes@bokik.hu

Csongrád County Conciliation Board
Address: 6721 Szeged, Párizsi krt. 8-12.
Phone: 06-62-554-250/118
Fax: 06-62-426-149
Email: bekelteto.testulet@csmkik.hu

Hajdú-Bihar County Conciliation Board
Address: 4025 Debrecen, Vörösmarty u. 13-15.
Phone: 06-52-500-710
Fax: 06-52-500-720
Email: korosi.vanda@hbkik.hu; bekelteto@hbkik.hu

Heves County Conciliation Board
Address: 3300 Eger, Hadnagy u. 6.
Phone: 06-36-416-660, extension: 105
Email: bekeltetes@hkik.hu

Komárom-Esztergom County Conciliation Board
Address: 2800 Tatabánya, Fő tér 36.
Phone: 06-34-513-010
Fax: 06-34-316-259
Email: bekeltetes@kemkik.hu
Website: www.kemkik.hu

Pest County Conciliation Board
Address: 1055 Budapest, Balassi Bálint utca 25. IV/2.
Postal address: 1364 Budapest, Pf.: 81
Phone: 06-1-792-7881
Email: pmbekelteto@pmkik.hu
Website: www.pestmegyeibekelteto.hu

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Somogy County Conciliation Board
Address: 7400 Kaposvár, Anna u.6.
Phone: 06-82-501-026
Email: skik@skik.hu

Szabolcs-Szatmár-Bereg County Conciliation Board
Address: 4400 Nyíregyháza, Széchenyi u. 2.
Phone: 06-42-420-180
Email: bekelteto@szabkam.hu

Tolna County Conciliation Board
Address: 7100 Szekszárd, Arany J. u. 23-25.
III. floor
Phone: 06-74-411-661
Fax: 06-74-411-456
Email: kamara@tmkik.hu

Vas County Conciliation Board
Address: 9700 Szombathely, Rákóczi Ferenc u. 23.
Phone: 06-94-312-356
Fax: 06-94-316-936
Email: vmkik@vmkik.hu; bea@vmkik.hu

Veszprém County Conciliation Board
Address: 8200 Veszprém, Radnóti tér 1.
ground floor 116.
Phone: 06-88-814-121
Fax: 06-88-412-150
Email: info@bekeltetesveszprem.hu

The conciliation board procedure starts based on the consumer's request. The request shall be submitted to the president of the conciliation board in writing: the requirement of the written format may be fulfilled by a letter, telegram, teleprinter or telefax and any other device that enables the recipients to store the data addressed to them for a period suited to the purpose of the data and to display the stored data in unchanged format and content.

The request shall include the following details:
- the consumer's name, domicile or place of residence,
- the name of the company affected by the legal dispute, its seat or the premises concerned
- if the consumer chooses the responsible conciliation board, the name of the conciliation board requested instead of the competent board,
- a short description of the consumer's position, the underlying facts and proof of them
- consumer's statement that the consumer attempted to resolve the dispute directly with the involved company,
- the consumer's statement concerning that they have initiated no procedure through another conciliation board, no mediation procedure has been commenced and no statement of claim or request for a payment order was submitted regarding the matter,
- a motion proposing a decision to be made by the board,
- consumer's signature.

The document or its copy (extract) that is referred to by the consumer as evidence, in particular the written statement of the company rejecting the complaint or, in the absence of such a document, other written evidence available to the consumer that serves as proof of the attempts made at conciliation. If the consumer proceeds through a representative, the authorization shall be attached to the request.

Further information about conciliation boards is available at: http://www.bekeltetes.hu Further information about the conciliation boards with territorial competence is available at: https://bekeltetes.hu/index.php?id=testuletek

10.5. The Admin may also contact the European Online Dispute Resolution Forum to resolve their complaint against the Service Provider. The European Online Dispute Resolution Forum is an online dispute resolution platform provided by the European Union for the out-of-court resolution of disputes concerning contractual obligations stemming from online sales or service contracts between a consumer resident in the Union and a trader established in the Union through an alternative dispute resolution platform. The European Online Dispute Resolution Platform (OVR) is available for the Admin at: https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=HU

10.6. The Admin has the right to enforce their claim arising from the consumer dispute in front of a court in a civil procedure according to the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

11. Rules of liability

11.1. The Admin consents to be bound by the provisions of these Terms and the information published on the website operated by the Service Provider regarding the operation of the website, the purchase of the Services and the use of the Service, and they undertake to act in the given situation in the generally expected manner in order to fulfil their obligations in accordance with the contract. The Service Provider informs the Admin that a failure of the Service Provider to exercise any of their rights specified in these Terms does not amount to a waiver of these rights by the Service Provider.

11.2. The Service Provider states that if the Admin has an accident, suffers an injury or causes damage to themselves or others related to the purchased Services, the Service Provider cannot be held liable. The content of the videos displayed using the Service is the responsibility of Admin and Service Provider cannot be held liable for the uploaded content.

11.3. The information on the website was published in good faith, but they only serve informative purposes, the Service Provider cannot be held liable for the accuracy and completeness of the information.

11.4. The Admin has an opportunity to check and – if required – modify the data provided during the registration and purchase process; therefore, the Service Provider cannot be held liable for damages arising from incorrect data entry.

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11.5. The Admin shall only use the website and the Service operated there at their own risk and they accept that the Service Provider cannot be held liable for personal injuries, financial and non-financial damages arising from use (beyond a liability for a breach of contract caused with intention, gross negligence or a criminal offence or a breach of contract damaging life, body or health).

11.6. The Service Provider cannot be held liable for technical issues which are not the responsibility of the Service Provider and for errors which arose under uncontrollable circumstances.

11.7. The Service Provider excludes any liability for the Admin's conduct. The Admin is fully and exclusively liable for their own conduct, and in this case, the Service Provider fully cooperates with the relevant authorities to inspect such infringements.

11.8. If the website or the video displayed by the Admin includes points of connections (links) which lead to the site of other service providers, the Service Provider cannot be held liable for the data protection practices and other activities of such service providers.

11.9. Due to the global nature of the internet, Admin accepts and acknowledges that they shall adhere to the relevant international regulations as well during the use of the website. If any activity related to the use of the website is not permitted under the local regulations of the Admin's country, Admin is solely responsible for the use of the website.

11.10. If the Admin finds objectionable content on the website, they are obliged to immediately notify the Service Provider in writing at info@smuc.io. If the Service Provider finds the notification well-established during their procedure conducted in good faith, they are entitled to delete or modify the information immediately.

The Service Provider reserves the right to delete those Admins' registrations who violate the provisions of these Terms (breach of contract), who – in their judgement – abuse the name, photo, email address or other personal data and right of an other person, with special attention to those situations where, based on their knowledge, the affected username or other data recorded on the website is under trademark or any other protection, violates the rightful interest of another person, is an indecent or obscene word, is racist, slanders religious, national, minority or sexual identity or is offensive or may be considered an implicit or explicit advertisement.

11.11. The Admin undertakes not to:

- copy, modify or forward the content, materials, pictures, trademarks, commercial names, service features, other intellectual property, content and protected information under copyright protection available through the Service without the prior written consent of

Service Provider, they do not create derived work from these, do not use and do not reproduce them in any form;

- use the Service in a way, which has a negative impact on the Service, its quality or the servers or networks connected to the Service;
- upload a virus or other harmful code and does not endanger the security of the Service in any other way.
- upload content that is incompatible with the Service or serves a different purpose, and Admin undertakes to use the Service for the sole purpose of sales through live or recorded videos with respect to the limitations set out in *Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities,*
- use the Service to share illegal content and does not use the Service to violate laws and regulations or these Terms.

12. Copyrights

12.1. "SMUC" is under copyright protection. The Service Provider is the copyright holder or the authorized user of all content displayed on the site and during the provision of the services through the website: any author's work and other intellectual creation (including but not limited to all graphics and other materials, the layout of the website interface, its editing, the utilized software or other solutions, ideas).

12.2. Any other use of the website besides private use is subject to the prior written consent of the Service Provider.

12.3. Besides the rights explicitly described in these Terms, using the website does not provide any rights to the Admin to use or utilize any commercial name or trademark on the website. Besides displaying them, while using the site as intended, these intellectual creations cannot be used or utilized in any other way without the prior written consent of the Service Provider.

13 Warranty for material defects, product warranty, guarantee

13.1 Warranty for material defects

When may the Admin enforce their claim of warranty for material defects?

The Admin may enforce their warranty claim for material defects against the Service Provider in case of a faulty performance as specified by the provisions of Act V of 2013 on the Civil Code.

What are the rights of the Admin based on their warranty claim for material defects?

The Admin – based on their choice – may have the following warranty claims for material defect:

May claim repair or replacement, unless the performance of the claim chosen by the Admin is impossible, or if it would result in disproportionate additional costs to the Service Provider compared to a different claim. If the Admin did not claim or could not claim repair or replacement, they may claim the pro rata reduction of the consideration; may repair the defect themselves or have it repaired by somebody else at the Service Provider's expense, or – as a last resort – may withdraw from the contract (as specified in Section 9).

The Admin may switch from the chosen remedy for breach of warranty for material defects to another remedy; however, the Admin shall pay the costs caused by the switch, unless the Service Provider caused the switch or the switch was otherwise justified.

How long may the Admin enforce their claim of warranty for material defects?

The Admin is obliged to communicate the defect without delay when it is detected, but no later than two months after the defect was detected. However, the Service Provider informs the Admin that they can no longer enforce their claim of warranty for material defects beyond the two year expiration deadline after the contract's performance.

Against who may the Admin enforce their claim of warranty for material defect?

The Admin may enforce their claim of warranty for material defect against the Service Provider.

What are the other conditions of enforcing the claim of warranty for material defect?

Within the first six month after the performance, the only condition of enforcing the claim of warranty for material defect besides communicating the defect is that the Admin shall verify that the product or the service was provided by the Service Provider. However, when the first six months after the performance have passed, the Admin is obliged to prove that the defect identified had already existed at the time of the performance.

13.2. Product warranty

The Service Provider does not have product warranty obligations related to the provided Service.

13.3. Guarantee

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The Service Provider does not undertake a guarantee related to the Service.

14. Governing law, jurisdiction and competent court

Hungarian law, with special attention to relevant provisions of Act V of 2013 on the Civil Code, Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities, Act CVIII of 2001 on Electronic Commerce and on Information Society Services and Government Decree 45/2014. (II.26.) on detailed rules of contracts concluded between consumers and businesses apply to the legal relation subject to these Terms.

Parties wish to resolve any disputes arising between them first by negotiation without a legal proceeding and they are obliged to cooperate. If these negotiations between the parties are unsuccessful or the dispute resolution is foreseen to be unsuccessful, the parties may turn to the competent court in order to resolve their legal dispute.

These Terms are in effect from 13 June 2022 until revoked.