# Jetdrift.com

# **General Terms and Conditions**

01/01/2020



# 1. DATA OF THE PROVIDER

Name of the Provider: **Varga Sebestyén Endre** Seat of the Service Provider: 6500 Baja, Bácska Tér 9 II/12. Contacts of the Provider and the regularly used electronic mailing address for contacting users: <u>info@jetdrift.com</u>

Language of contract: Hungarian Name and address of the domain provider:

FastComent Inc.	San Francisco
	350 Townsend Street Suite
	300 - #846
	San Francisco, California
	94107

## 2. **DEFINITIONS**

The following terms have the following meanings in the Regulations:

- 2.1. Szolgáltató: Service Provider: a person providing services in connection with the information society.
- 2.2. User: Any person who makes use of the website or the services available on the website (eg, inquiry, contact).
- 2.3. Advertising: any advertisement that is considered to be an ad by the 2008 XLVIII on the Essential Conditions and Certain Limitations of Economic Advertising Activities or any other information not classified as advertising, any material placed on the web pages, PR articles.

#### 3. BASIC PROVISIONS:

- 3.1. The governing law is the hungarian law, especially the Civil Codex (2013.V.), the electronic commercial code (2001.CVIII.), and the sumptuary law (45/2014 (II.26.) for the interpretation and by this "general terms and conditions" not ruled question. The obligatory parts of the mentioned rules are authoritative without any other clause.
- 3.2. These Articles are effective law since 20th March 2019 and remain in force until revocation. The provider can modify individually these Articles. The modifications need to be issued 11 (eleven) days before the effective date by the Provider.With using the webpage Users/Customers accept automatically all the terms and conditions in connection with using the webpage.
- 3.3. The user acknowledges general terms and conditions compulsory as soon as a user log in the website –run by the Provider- or read its content. If the user does not accept terms and conditions does not have right to reach the content of the website.
- 3.4. The Provider reserves all rights in connection with the content and dissemination of the website and webpage. It is absolutely forbidden to download, (electronic) store, process, or sell Any content published in the website or part of them without written consent of the Provider.
- 3.5. The Service Provider shall not be liable for any content provided, published or sent by third parties, which have been uploaded by third parties to the Service Provider's system, or for which the Website is referred by a third party.
- 3.6. The Service Provider reserves the right to modify the content of the website at any time or to terminate its availability in compliance with the provisions of this GTC.
- 3.7. The Service Provider provides 99.5% availability for its Services and the website. The Parties shall exclude the liability of the Service Provider for any downtime or other irregularities beyond this margin of error. Exceptions to this obligation are access and other operational tasks provided by other service providers.

#### 4. DISCLAIMER OF LIABILITY

- 4.1. The Service Provider declares that it will endeavor to keep the information on the Website up to date, but shall not be liable for its completeness, correctness under any circumstances, or for any modification thereof.
- 4.2. The Service Provider emphasizes that it is not responsible for any damages arising from the use of the website.
- 4.3. The Service Provider is not responsible for the accuracy or reliability of the content of the website. The information on this website does not constitute (legal) advice, the information on the website is read and used by everyone at your own risk. The Service Provider shall not be liable for any damages arising from the use of the information contained on the Website.
- 4.4. The Service Provider may modify, update, or revoke the Content at any time, without notice.
- 4.5. There may be a change in the Web site that is independent from the Service Provider's will and discretion, so the Service Provider will not be liable for any accuracy, reliability, topicality, or content of the content displayed, in terms of available information, documentation, or other written material.
- 4.6. Users use the website solely at their own risk, and the Service Provider is not liable for any damage resulting from incorrect, incorrect or incomplete content.
- 4.7. The Service Provider does not guarantee the smooth and error-free operation of the functions on the Website. The Service Provider shall not be liable for any damages, losses, costs incurred in connection with the Web site, its use or inability to use, malfunction, malfunction, computer virus, line or system error, or any other similar cause. The User hereby acknowledges that the Service Provider is not responsible for any errors in the User's device, for damage caused by the virus or for any loss of data, or for the user's device or device. access to your network.

## 5. Copyrights

- 5.1. The User viewing and using the website is entitled to use the content of the website solely for private purposes. Private use is not for consideration, but it cannot serve the purpose of earning or increasing income either directly or indirectly.
- 5.2. Free use is free of charge and Service Provider's license is not required. Use is also permitted under the free-use provisions only if it is not harmful to the normal use of the website and does not unduly prejudice the legitimate interests of the Service Provider, and if it meets the requirements of good faith and fairness and is not intended for purposes incompatible with the purpose of free use. The use of the content of the web site in a manner other

than the above provisions or the exceeding of the free use will result in unauthorized use, which the Service Provider enforces the legal remedies provided for by the law.

- 5.3. For any business use, Service Provider's prior written consent is required. The use of the Service Provider's logo and image elements is subject to prior authorization.
- 5.4. The receipt of any material from the website and its database may be made only by reference to the Service Provider in case of written consent.
- 5.5. The Service Provider reserves all of its copyright and other rights to all elements of its service, to the website, images, videos, audio material, other copyright works, and domain names of the secondary domain names created with them.
- 5.6. Adopting or decrypting the content or parts of the website is prohibited; to use any application to modify or index the website or any part thereof.
- 5.7. Jetdrift.com is protected by copyright and may only be used with the written consent of the Service Provider.
- 5.8. The User acknowledges that in the case of unauthorized use, the Service Provider is subject to a penalty. The penalty is a gross 70,000 HUF per picture, or 20,000 HUF per word. The user acknowledges that this penalty is not excessive and that he/she is browsing the site with this in mind. In the case of a copyright infringement, Service Provider uses a notary's certification, the cost of which is also passed on to the infringing user.

#### 6. **PRIVACY POLICY**

The privacy policy is available and can be downloaded from the following webpage:

https://www.jetdrift.com/wp-content/uploads/2019/03/jetdrift-privacy-policy-01-2020.pdf

#### 7. LIABILITY OF BANNER ADVERTISERS

- 7.1. Except as otherwise provided by law, the advertiser is solely responsible for the content or legal clarity of the Advertisements or other materials placed by the Advertiser and for the use of the Service. The Advertiser is solely responsible for the content, display and reality of its ad.
- 7.2. The Service Provider excludes liability for any damages or disadvantages resulting from banners placed on the Website, including damages to third parties.
- 7.3. In addition, the website operator assumes no responsibility for any damage resulting from the use of the system, or any other party's disruptive behavior or behavior, any infringement, including intellectual property rights.
- 7.4. The Service Provider has the right to refuse an advertisement which it considers to be objectionable, violates its advertising principles, is inappropriate, unfair, good moral or misleading, or the advertisement is in violation of the law.
- 7.5. The Advertiser commits itself to uphold, reimburse and assume responsibility for the Service Provider for any claims, in particular for damages or regulatory fines imposed by third parties or authorities against the Service Provider for advertising the advertisement sent by the Advertiser.
- 7.6. The Advertiser is obliged to make the necessary advertising materials and information available to the Service Provider 5 days prior to publication.
- 7.7. The Service Provider reserves the right to change the formal features and location of the online presentations at any time. The Service Provider undertakes that the advertisements discussed in this contract will be displayed with the same value even after the changes and that the Advertiser will be notified in writing of these changes in writing.
- 7.8. This Site is affiliated with CMI Marketing, Inc., d/b/a CafeMedia ("CafeMedia") for the purposes of placing advertising on the Site, and CafeMedia will collect and use certain data for advertising purposes. To learn more about CafeMedia's data usage, click here: <u>https://www.cafemedia.com/publisher-advertising-privacy-policy</u>

Baja, 01/01/2020