
**TERMS OF SERVICE
FOR
DUELBOX PLATFORM**

TABLE OF CONTENTS

1.	Introductory Provisions.....	2
2.	Explanatory Provisions.....	2
3.	Scope Of These Terms.....	3
4.	Power And Acceptance Of These Terms By The User	3
5.	Unilateral Amendment Of These Terms	3
6.	Company’s Liability	3
7.	The Registration, Erasure Of Duelbox Account	4
8.	Service Fees And Payment.....	4
9.	Waiver.....	5
10.	Termination Of Services	6
11.	User’s Warranty Statements	6
12.	Complaint Administration And Other Options To Law Enforcement	7
13.	Warranty	7
14.	Company’s Rights In Order To Protect The Content Of The Internet Site.....	7
15.	Delivery	8
16.	Intellectual Property.....	8
17.	Data Protection, Data Management.....	9
18.	Prevailing Law, Dispute Settlement	9
19.	Other Provisions	9

WARNING FOR THE USERS

Before you get to know these terms of service (hereinafter referred to as „**Terms**“) we wish to especially draw the attention of our users to the fact that this document contains the general terms and conditions of Duelbox web-based application created by Duelbox Interaktív Rendezvénytechnika Korlátolt Felelősségű Társaság (Seat: 1152 Budapest, Szentmihályi út 137. 2. em.; Registration number: 01-09-275223; VAT number: 25438433-2-42. hereinafter referred to as “**Company**” or “**Service Provider**”), operated on the websites www.duelbox.hu, www.duelbox.com, www.duelbox.tv, and on all other current or future websites owned and managed by the Company. The Company is not in the position to deviate from these provisions and all that set forth herein qualify as general contract terms pursuant to the provisions of Act V of 2013 on the Civil Code, 6th Book Chapter XI (6:77-81.§§) and are binding in the legal relations of the parties. The Company is striving that the content of these Terms are clear and consistent, while the users are requested to know and apply the term definitions of these Terms in all issues of interpretation, which you find under these Terms Explanatory Provisions.

The staff of the Company is always at your disposal in order to clarify and help.

THE BELOW TERMS OF SERVICE REFLECT THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN YOU AND THE COMPANY WHICH RELATE TO THE USE OF DUELBOX OF CERTAIN SERVICES THEREOF BY YOU. THESE TERMS CONTAIN THE TERMS OF THE ELECTRONIC SERVICES EXTENDED TO THE USERS BY THE COMPANY, THE RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER AND THE USERS USING THE SERVICES. THESE TERMS STAND FOR ALL LEGAL TRANSACTIONS AND SERVICES, WHICH RUN THROUGH THE DUELBOX APPLICATION AND THE WEBSITES WWW.DUELBOX.HU, WWW.DUELBOX.COM, WWW.DUELBOX.TV AND ALL OTHER CURRENT OR FUTURE WEBSITES OWNED AND MANAGED BY THE COMPANY IRRESPECTIVE WHETHER THE DELIVERY THEREOF IS COMPLETED FROM HUNGARY OR ABROAD, BY THE SERVICE PROVIDER OR HIS INVOLVED PARTY.

THE COMPANY SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY THE USER IN CONNECTION WITH THE SERVICES, BUT THE USER AGREE THAT THE USERS SUBMISSION OF SUCH INFORMATION IS AT THE USERS SOLE RISK, AND THE USER HEREBY RELEASE THE COMPANY FROM ANY AND ALL LIABILITY TO THE USER FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

THE COMPANY DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND THE USER HEREBY RELEASE THE COMPANY FROM ANY LIABILITY RELATING THERETO.

UPON ADDING A TICK IN THE 'READ AND ACCEPTED' FIELD THE USER EXPRESSLY CONFIRMS TO HAVE READ THESE TERMS AND TO EXPRESSLY ACCEPTS THESE TERMS OF SERVICE .

1. INTRODUCTORY PROVISIONS

- 1.1 The www.duelbox.hu, www.duelbox.com, www.duelbox.tv websites and all other current or future websites owned and managed by the company (hereinafter referred to as “**Website**”) and the Duelbox web-based application (hereinafter referred to as “**Duelbox**”) operated on the Website is owned by the Company.
- 1.2 The Website and Duelbox is under copyright protection. The Company is the copyright beneficiary of all contents published upon the delivery of the services accessible through Duelbox and the Website, including among others all graphics and other contents forming an integral part of Duelbox and the Website, the arrangement, edition, the applied software and other solutions, ideas, realization on the Website area.
- 1.3 The Company is a business entity operating as a limited liability company registered at the Metropolitan Court as Registry Court under the company registration number 01-09-275223. The Company pursues its activity pursuant to the effective Hungarian legal rules at all times.

2. EXPLANATORY PROVISIONS

- 2.1 In the interpretation of these Terms the words and expressions listed hereunder with capital letters have the meaning set forth hereunder – irrespective of the tense, singular or plural, grammar sentence they are used in:

„**Company**” or „**Service Provider**” means the **Duelbox Interaktív Rendezvénytechnika Korlátolt Felelősségű Társaság** (Seat: 1152 Budapest, Szentmihályi út 137. 2. em.; Registration number: 01-09-275223; VAT number: 25438433-2-42).

„**Content**” means the content, which the User provides on the Website and on Duelbox.

„**Duelbox**” means the web-based interactive event, team-building, conference and broadcaster tool, created and owned by the Company.

„**Duelbox Account**” means the user profile created by the User during the Registration.

„**Elkertv./Act on E-Commerce**” means the Act CVIII of 2001 on electronic commercial services and on certain questions of services relating to the information society.

„**Terms**” means the set of rules applied by the Company, which sets the essential rules of the electronic service between the Company and the User and the provisions of which shall be applied in all legal relations between the Company and the User, whereby the User uses Duelbox or the Website.

„**Infotv./Act on Information**” means the Act CXII of 2011 on the Right of Information Self Determination and on the Freedom of Information and its amendment the Act XXXVIII of 2018.

„**Personal Data**” means any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

„**Ptk./Civil Code**” means the Act V of 2013 on the Civil Code.

„**Registration**” is the procedure with which the User creates own Duelbox Account on the Website.

„**Service**” means the electronic services or any thereof extended to the User through Duelbox and the Website after having agreed to these Terms.

„**Third Party**” means the natural or legal person or body without legal entity, who or which is not identical with the User or with the Company or the representative thereof.

„**User**“ means the natural or legal person, who uses Duelbox and the Company’s Website after having agreed to these Terms;

2.2 The headings and the paragraph numbers in these Terms application merely serve as a reference base and can be considered only together with the interpretation of these Terms formulation.

3. **SCOPE OF THESE TERMS**

The set of rules on the legal relation of the electronic service between the Company and the User are contained jointly in these Terms and the relevant legal rules.

4. **POWER AND ACCEPTANCE OF THESE TERMS BY THE USER**

4.1 The Company issues these Terms for unlimited term. The provisions of these Terms shall be applied in the legal relation between the Company and the User as of the acceptance of these Terms.

4.2 The personal scope of these Terms extends to the Company, and the User.

4.3 The provisions of these Terms are applicable for all relations between the Company and the User - in the absence of the provision of the rule of binding nature -, whereby the Company extends an electronic service.

4.4 By agreeing to these Terms the User expressly states that the Company has complied with its information obligation pursuant to Ptk 6:78 in the introductory part of these Terms.

5. **UNILATERAL AMENDMENT OF THESE TERMS**

5.1 The Company is entitled to unilaterally complete and amend these Terms. The Company shall post the announcement on these Terms amendment on the Website - at least 15 (fifteen) days prior to becoming effective.

5.2 It falls under the User’s liability to get to know the content of the amendment and to get information thereon from the Company or on the Company Website.

5.3 These Terms amendment relates to all legal relations established between the Company and the User earlier, but not yet delivered or not yet terminated and the legal relations between them will accordingly be modified, provided the User has agreed to the amendment. As an acceptance of these Terms amendment by the User qualify and consequently the legal relation between the Company and the User shall accordingly be modified from the date of the amendment, if the User keeps using the Service after the amendment takes effect, and the User has not expressly stated in writing toward the Company within 8 (eight) days after the amendment has been posted on the Website that he does not accept the amendment.

5.4 If the User does not accept the planned amendment - in the written expressed statement addressed at the Company -, the Company is entitled to unilaterally terminate the legal relation between the parties with immediate effect and erase the Registration of the User, or to maintain the legal relation with unchanged content prior to these Terms amendment.

5.5 These Terms are public, anybody can look into and get to know it on the Website, on the other hand these Terms are the Company’s intellectual property, and it is under copyright protection pursuant to the effective legal rules.

6. **COMPANY’S LIABILITY**

6.1 The Company shall act in the course of the electronic services with the care and caution expected from the Company and taking the User’s interests under the given circumstances in the possibly highest extent into account.

6.2 The Company does not take liability for damages, which happen out of his control and due to unavoidable reason - especially to exercise of power, official domestic or foreign order, refusal or late issue of the necessary official license.

- 6.3 The Company is entitled to suspend or stop the provision of the Services with a decision at own discretion. The formulation in the above point is prevailing in the event if (i) the Company suspends or stops the provision of the Services with a decision at own discretion; (ii) the Company or the Company's any contractual partner interrupts or restricts the operation; and (iii) the interruption of the Service takes place in the interest of protecting the Users' data.
- 6.4 The Company pursues the Service pursuant to the provisions of Act on E-Commerce (Elkertv). By running the Website, the Company wishes to provide the opportunity that the Users can use its Services in electronic way.
- 6.5 The User can use Duelbox and the Website exclusively at own risk and agrees that the Company takes no liability for any pecuniary and non-pecuniary losses arising in the course of the use. The Company excludes furthermore all liability for the behaviour shown by the Users of Duelbox and the Website.
- 6.6 No liability is charged to the Company for such defects or failures of small importance, which occur upon delivering transactions in high number even despite the general care expected. The Company is not responsible for the lack of performing the Service undertaken by the Company if the procedure is hindered by the legal dispute between the User and a Third party or by the behaviour due to the Third Party.
- 6.7 The restriction or exclusion of the Company's liability pursuant to these Terms do not concern the Company's liability, which cannot be restricted or excluded effectively in a contract.

7. THE REGISTRATION, ERASURE OF DUELBOX ACCOUNT

- 7.1 The User must Register a Duelbox Account to access and use the features of Duelbox. In case the User registering a profile for a company or other legal entity, the User represent and warrant that he/she have the authority to legally bind that entity and grant the Company all permissions and licenses provided in these Terms.
- 7.2 The User can register using an email address and creating a password.
- 7.3 The User must provide accurate, current and complete information during the Registration process and keep users profile up-to-date at all times.
- 7.4 Users may not Register more than one (1) Duelbox Account unless the Company authorizes the User to do so. Users may not assign or otherwise transfer their Duelbox Account to Third Party.
- 7.5 The User is responsible for maintaining the confidentiality and security of his/her Duelbox Account credentials and may not disclose the User' credentials to any Third Party. The User must immediately notify the Company if the User knows or has any reason to suspect that the User's credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of the Duelbox Account. The User is liable for any and all activities conducted through the Duelbox Account, unless such activities are not authorized by the User and the User is not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).
- 7.6 The User may erase his/her Duelbox Account at any time by sending an email to the Company.

8. SERVICE FEES AND PAYMENT

- 8.1 The Company may charge fees to Users (hereinafter: "**Service Fee**") in consideration for the use of Duelbox (hereinafter: "**Paid Services**"). The actual Service Fees are published in the Company's website at <https://www.duelbox.com/pricing/>. In addition the Users may ask for add-ons by sending a special request to the Company.
- 8.2 Any applicable Service Fee (including any applicable Taxes) will be displayed to the User prior to the use of Duelbox. The Company reserves the right to modify the Service Fee at any time.

- 8.3 The User is responsible for paying any Service Fee that the User owe to the Company in consideration for the use of Duelbox.
- 8.4 The Payment could be completed through the following payment service providers:
- (a) Braintree
 - (b) American Express
 - (c) KBC
 - (d) most major credit or debit card providers
- 8.5 The Company shall be entitled to define any other payment method.
- 8.6 If the Service Fee is cannot be deducted from the User's indicated payment account on the due date the Company will try to collect the Service Fee in the following 7 (seven) days, during which the Services remain active. If the collection fails within 7 (seven) days of the due date the User's account shall be inactivated after 21 days. If the collection of the Service Fee is hindered in the consecutive due date too the User's account will be terminated definitely.
- 8.7 By accepting of these Terms, the User expressly approves that the Company may transfer the Users name, e-mail, and bank card information address to the above listed payment service providers, to assure the payment of the Service Fees and also expressly approves the Company to store these data according to the regulations of Infotv.
- 8.8 If the User has subscribed to a Paid Service but has not started the LIVE mode, the User shall be entitled to request the Company a refund of the Service Fee within 14 (fourteen) days (in case of annually paid accounts within 30 (thirty) days) of the purchase by sending a request of rescission. After the LIVE mode starts no rescission right can be validated and the User shall only be entitled to a refund in case the delivery of the Service fails due to technical reasons. Furthermore refunds according to the Paid Services are only issued if required by law.
9. **WAIVER**
- 9.1 The formulations in this point relate exclusively to a User acting out of his profession, job or business activity, who orders, receives, uses, utilizes the Paid Service and who is the addressee of the article-relevant commercial communication, offer (in the application of this point hereinafter referred to as: "**Consumer**").
- 9.2 The Consumer is entitled to waive the contract without any reason within fourteen (14) days from the day of entering the contract (subscribing to one of the Paid Service of the Company) with the exceptions determined in article 8.8 above (as regulated in 29§ the Government Decree 45/2014. (II.26.).
- 9.3 If the Consumer wishes to exercise his/her right to the waiver, he/she shall forward his/her clear statement on the intention of waiver to the Company to any of the Company's contact details set in these Terms. The Consumer exercises the right to waiver by due date, if the statement on the waiver is forwarded to the Service Provider before the expiry of the above set term. The Service Provider immediately confirms the receipt of the Consumer's statement to waiver by e-mail.
- 9.4 The Consumer is under the obligation to provide evidence to have exercised his/her right to waiver in conformity with the provisions set forth in this point.
- 9.5 In case of a waiver in writing it is considered being enforced by term if the Consumer forwards his/her relevant statement to the Service Provider within 14 (fourteen) calendar days (even on the 14th calendar day).
- 9.6 In case of a notice by postal way the Service Provider considers the date of posting, and the time of sending the e-mail in case of a notification through e-mail with regard to counting the due date. It is

suggested that the Consumer sends the letter on the waiver through registered postal mail so that the date of mailing can be credibly evidenced.

- 9.7 If the Consumer waives the contract, the Service Provider will reimburse all counter-performances performed by the Consumer immediately but within 14 (fourteen) days from receipt of the Consumer's statement on the waiver at the latest.
- 9.8 At the reimbursement the Service Provider applies the method of payment identical to the method of payment applied in the initial transaction, except the Consumer has expressly given his/her consent to apply another method of payment; no additional cost out of the application of such method of reimbursement is charged to the Consumer.
- 9.9 The Service Provider is entitled to refuse the waiver, if the LIVE mode of the Paid Service has started.

10. TERMINATION OF SERVICES

10.1 The User is free to stop using the Companies Services at any time. The Company reserve the right to suspend or terminate the Users access to the Services with notice to the User if:

- (a) the User breaches these Terms;
- (b) the User using the Services in a manner that would cause a real risk of harm or loss to the Company or other Users;
- (c) the User don't have an ongoing subscription and haven't accessed the Companies Services for 3 (three) consecutive months; or
- (d) User publishes inappropriate content.

10.2 The Company is obliged to provide the Users with reasonable advance notice via the email address associated with the Users Duelbox Account to remedy the activity that prompted the Company to contact the User. If after such notice the User fail to take the steps, the Company terminate or suspend the Users access to the Services.

10.3 The Company won't provide notice before termination where:

- (a) User is in material breach of these Terms;
- (b) doing so would cause the Company legal liability or compromise The Companies ability to provide the Services to other Users; or
- (c) the Company is prohibited from doing so by law.

11. USER'S WARRANTY STATEMENTS

11.1 By accepting these Terms the User warrants to:

- (a) be an adult, able to act, be a representative of the minor of 14 of age with an income earned with a job or representative of a legal entity;
- (b) have read, understood the content and conditions of these Terms
- (c) have read and understood the Company's privacy policy;
- (d) show a responsible behaviour upon using the Service and he/she behave in good faith, cooperative and respectful toward other Users;
- (e) compensate the Company against all claims arising from a Third Party, which is connected to the Website use by the User and to the employment of the Company's Services or comes from it, including any claim, cost, demand, deficit or loss of any nature or type.

11.2 Should any of the User's warranty statements prove false, this qualifies as a serious contract violation, and can have the immediate stop of the Service extended by the Company as a consequence, and the Company is entitled to apply the sanction considered by him the most appropriate.

12. COMPLAINT ADMINISTRATION AND OTHER OPTIONS TO LAW ENFORCEMENT

12.1 The User can present his/her consumer complaints relating to the Services or the Service Provider's activity at the below contacts:

Name: **Duelbox Interaktív Rendezvénytechnika Korlátolt Felelősségű Társaság**
Seat: **Hungary, 1152 Budapest, Szentmihályi út 137. 2. em.**
E-mail: **support@duelbox.com**

Email customer care, opening hours: on working days between 10:00-17:00 (CET/CEST) hours

12.2 The Service Provider shall investigate the written complaint within thirty days after receipt and give a response in detail and take measures that the response reaches the User. If the Service Provider rejects the complaint, he shall give reasons in detail in the response on the rejection. The Service Provider shall keep the minutes on the complaint and the copy of the response for 5 (five) years.

12.3 If the consumer dispute eventually existing between the Company and the User is not settled in the course of the negotiations between the parties, the below law enforcement options are available for the User:

- (a) Complaint at the consumer protection authorities,
- (b) Introduction of the procedure of a conciliatory body,
- (c) Introduction of a court procedure

13. WARRANTY

13.1 In case of a quality claim the User can exercise a warranty claim toward the Company. This warranty means the Company's liability for defective delivery. The performance is defective if the Service does not correspond to the features published on the Website and set forth by the Company - at the time of the delivery. The quality complaints, protests with regard to the Services provided shall be communicated to the Company after the detection of the defect within the shortest period possible allowed by the circumstances. In case of consumer contracts the legal rules set a two-month term, within which the complaint notification qualifies as made in due course. The notification over two months itself does not result in the loss of right for the User, nevertheless the losses caused by the late notification shall be reimbursed to the Company In case of a defective delivery.

14. COMPANY'S RIGHTS IN ORDER TO PROTECT THE CONTENT OF THE INTERNET SITE

14.1 The rules of these Terms and the Company represent the Company's intellectual properties. Simultaneously with accepting these Terms the User acknowledges the Company's rights to the property and person included in the intellectual property without all separate legal action, and shall respect them. In case of any violation to the above rights the Company is entitled to act in conformity with the provisions of the rules on the protection of intellectual works.

14.2 The Company immediately sanctions the unlawful or unauthorized activities shown toward the Website Services, which can especially but not exclusively be as follows:

- (a) the modification, adaptation or reverse engineering of any part of the Service;
- (b) unlawful intrusion or attempt to intrusion in the Company's IT system;
- (c) collection of information on other Users for unauthorized purpose (including the user names and/or e-mail addresses);

- (d) re-formulation or edition of any part of Duelbox or the Website and Service;
- (e) creation of user identifications with automatic methods or on fraudulent and dishonest/false pretences;
- (f) to put such materials at disposal, which violate, abuse or breach the right of any other party and of third parties to intellectual work, public, private life or any other proprietary right;
- (g) to publish or forward viruses, malware, vermin, defects, Trojan horses or any other destructive elements;
- (h) to put any such material at disposal, which are unlawful or encourage to an unlawful activity, eventually make these public.

14.3 The Company reserves the right to remove the saved Personal Data of such Users without any further notification, who abuse the name, photo, e-mail address or any other personal detail, information of any other person, especially if the content published by the User through the Website:

- (a) breaches a brand,
- (b) is the name of a renowned person of today or of a historic – Hungarian or foreign – public actor, except it is the user’s name at registration,
- (c) is a name violating the lawful interest of another person to be appreciated;
- (d) is an obscene or indecent term;
- (e) is racist, it is a term and behaviour abusing, offending the religion, national, citizenship, sexual or political and ideological affiliation of others
- (f) can be considered as hidden or open means of advertising.

15. DELIVERY

15.1 The Company sends the contractual offers, statements, notifications to the User to the e-mail address provided by the User upon Registration on the Website. Should the e-mail address provided cease to exist after Registration on the Website, the Company has no liability for the damages arising out of the failure of the notification, the liability in this scope is expressly excluded.

15.2 The written consignment addressed to the Company shall be sent to the Company’s registered seat and to the email address of support@duelbox.com. At the User’s expressed request the Company occasionally issues a confirmation on the receipt of the consignment. As a confirmation on the receipt qualifies if the copy of the consignment is furnished with the Company’s seal, and signed and dated by the authorized representative.

15.3 Company’s contact details are as follows:

Seat: 1152 Budapest, Szentmihályi út 137. 2. em.

E-mail: support@duelbox.com

16. INTELLECTUAL PROPERTY

16.1 The User by accepting these Terms agree that Duelbox, the Website and the Services, including but not limited to Content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement Duelbox, the Website and the Services, contain proprietary information and material that is owned by the Company and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of Duelbox, the Website and the Services for personal, non-commercial uses in compliance with these Terms. No portion of

Duelbox, the Website and the Services may be reproduced in any form or by any means, except as expressly permitted by these Terms. You agree not to modify, rent, loan, sell, or distribute Duelbox, the Website and the Services or Content in any manner, and you shall not exploit Duelbox, the Website and the Services in any manner not expressly authorized.

17. DATA PROTECTION, DATA MANAGEMENT

17.1 The Website has separate rules on data protection and data management, which the User accepts and takes notice of simultaneously during the Registration on the Website.

17.2 The User expressly agrees with the use of the Website – irrespective of the fact whether he/she is a Registered User on the Website or just a visitor -, that the Website uses cookies for marketing purposes (remarketing), with the help of which the Company can forward person-tailored publicity to the Website visitors through the internet. The cookies are small-sized text files, which the computer and the browser save, the user receives no more notification thereon. The User can ban the use of the above cookies in the settings of the browser.

18. PREVAILING LAW, DISPUTE SETTLEMENT

18.1 This legal relationship is subject to the legal rules of these Terms and the laws of Hungary.

18.2 The contracting parties submit to the competence of the court with competence and power pursuant to the general rules of the court in the dispute with regard to these Terms.

19. OTHER PROVISIONS

19.1 Should any provision of these Terms be ineffective, void, or unenforceable pursuant to the court competent in any power, this concerns merely the provision thereon does not mean that the complete document is ineffective, void or unenforceable, and all other provisions remain in force and effective.

19.2 The failure to exercise any right or remedy by the Company ensured in these Terms or any legal rule does not mean the waiver of the given or any other right or remedy, furthermore the exercise of this right or remedy once or partly does not hinder either the further exercise of the given or any other right or remedy.

19.3 The effective date of these Terms is 12/05/2021.

I have read and understood the present Terms and the warning forming part thereof and the Company's privacy policy and agree thereto.