

General Terms and Conditions

Preambulum

The purpose of these General Terms and Conditions (hereinafter: GTC) is to fully regulate the accommodation of SXR D Luxury Apartments (hereinafter: Accommodation/Service) provided by DR.BEDEDI Limited Liability Company (hereinafter: Service Provider) and the related, the method and conditions of using other services provided by the Service Provider, as well as the terms and conditions of use of the reservation system and web store operated by the Service Provider on the website www.sxrd.hu (hereinafter: Website). The application of these General Terms and Conditions does not exclude the creation of special or unique agreements.

Data of the Service Provider:

Company name: DR. BEDEDI Limited Liability Company

Shortened company name: DR. BEDEDI LTD.

Address: 7100 Szekszárd, Vasvári Pál u. 32/A.

Company registration number: 17-09-009375

Tax number: 23944217-2-17

General and interpretative provisions

By ordering the services provided by the Service Provider through the website or in another available way, a contract for the use and provision of services according to the conditions set out in these GTC is established between the Service Provider and the user of the service (hereinafter: Contracting Party). The contract is considered to be a Hungarian-language, but not written, contract concluded between absent parties on the Internet, the content of which can be retrieved and accessed later from the reservation system, but is not filed by the Service Provider.

By making a reservation or placing an order tomorrow, the Contracting Party simultaneously accepts the contractual terms and conditions defined by these General Terms and Conditions, agrees with all its provisions and recognizes them as binding.

Definitions:

Service provider: in relation to these GTC, the service provider is DR. BEDEDI Limited Liability Company (abbreviated company name: DR. BEDEDI Kft., registered office: 7100 Szekszárd, 9919 hrsz., company registration number: 17-09-009375, tax number: 23944217-2-17);

Contracting party: a natural or legal person or business organization that orders or uses the services of the Service Provider. A contracting party is also the natural person who actually uses the service of the Service Provider. The orderer and/or user of the service shall be collectively referred to as: Guest;

Service agreement: the Service Provider and the Guest - if the conditions are met - become contracting parties to the service agreement, hereinafter collectively: Contracting Parties.

Accommodation service: provision of accommodation and the provision of directly related services within the framework of a business-like economic activity, usually for the purpose of a stay of a non-prolonged nature, including an overnight stay and rest.

Website: Service provider's website available at www.sxrd.hu. No prior registration is required to use the website and to make a reservation or purchase on the website.

The establishment of the service contract, the course of the reservation, the modification of the reservation:

The Contracting Party and/or Guest can indicate their intention to make a reservation through the reservation system available on the website of the Service Provider. The service contract is established with written confirmation from the Service Provider, and accordingly, the service contract between the parties is considered an unwritten contract. This includes the name, address, e-mail address of the guest(s), the exact time of arrival and departure, the apartment they have chosen (Blue, Gold or both) and the booking ID.

The Service Provider specifically draws the attention of the Contracting Party and the Guest to the fact that only after the order has been confirmed electronically - which also means the confirmation of the accommodation reservation - is it entitled to demand the provision of services from the Service Provider.

The Service Provider draws the attention of the Contracting Party and/or the Guest that the confirmation sent by the Service Provider is deemed to have been received when it becomes accessible to the recipient. The Service Provider bears no responsibility in the event that the electronic message containing the confirmation is not received by the Contracting Party because the e-mail address provided by the Contracting Party is incorrect, or the message cannot be delivered due to the saturation of the Contracting Party's electronic mailbox.

An order and/or modification of an order transmitted orally is only deemed to be accepted by the Service Provider and constitutes an obligation towards the Service Provider in the event that the order and/or modification of the order transmitted in this way has been confirmed in writing by the Service Provider, and as such the Service Provider has written based on his confirmation, the content of the created or modified service contract can be clearly determined.

Verbal confirmation of the order and/or modification of the order by the Service Provider does not constitute an obligation for the Service Provider, even if the order and/or its modification was forwarded in writing by the Guest.

The service contract for the use of the services provided by the Service Provider and ordered by the Guest is concluded between the contracting parties for a fixed period of time - the same as the reservation period confirmed in writing by the Service Provider.

If the Guest decides before the end of the fixed period that he no longer wishes to use the services provided by the Service Provider, or if he does not arrive at the time of arrival, however, he has not canceled the ordered services in accordance with the conditions set out in these General Terms and Conditions - regardless of whether whether he has started using the ordered services - he is obliged to

pay the full consideration for the service to the Service Provider, and the Service Provider is entitled to demand payment of the full consideration for the ordered services, and is also entitled to provide the relevant accommodation and services to other Guests for the period not used by the Guest make available, bookable.

If the Guest decides, before the end of the fixed period, that he wishes to use the services provided by the Service Provider for a longer period than the fixed time included in the order confirmed in writing by the Service Provider, it is considered a modification of the order, which the Guest must notify the Service Provider by the fixed time at the latest to notify the day before its expiration, to pay the consideration for the order to the Service Provider, and for which, upon written confirmation by the Service Provider, a service contract amendment deemed to have been entered into in writing will be created between the parties.

Amendments to the service contract are only possible through the written agreement of the contracting parties.

Cancellation of the service, withdrawal, termination

The Guest undertakes to inform the Service Provider in writing at least 48 hours (forty-eight) before the start of the service of any possible cancellation, modification, or any other change of the services ordered by him.

The Guest/Contracting Party may cancel the service without penalty if they notify the Service Provider in writing of their intention to cancel by the 30th (thirtieth) day before the date of arrival.

In case of cancellation of a service indicated in writing within 29 and 14 days before the arrival date, the Service Provider will charge a penalty equal to 50% of the price of the ordered service, while in case of cancellation of a service indicated in writing within 13 days before the arrival date the amount of the fine charged is equal to 100% of the price of the ordered service. In the case of individual orders, the cancellation conditions are determined individually.

The service provider reserves the right to withdraw from the performance of the services ordered by the Guest and confirmed by the Service Provider no later than 30 days prior to the start of using the services - with a statement sent to the Guest in writing - with the simultaneous return of any deposit paid by the Guest in cash. In the case of individual orders, the cancellation conditions are determined individually.

The Service Provider reserves the right to establish individually determined conditions different from the above in the case of booking its products and services subject to special conditions, especially its special offers, or events.

Other services, gift voucher

In addition to operating the reservation system on its website, the Service Provider operates a web store for the use of other services related to the accommodation service, in which, in addition to wine selections, it is possible to purchase a so-called single-purpose gift voucher issued and accepted by the Service Provider.

Provisions relating to gift vouchers

The Service Provider enables the purchase of gift vouchers in any denomination (hereinafter: Gift Voucher) on its website.

Gift vouchers are considered a means of payment that replaces cash, they cannot be exchanged for cash, so if they are redeemed for a product and/or service of lesser value, the remaining amount will be lost.

Gift vouchers are issued electronically.

The face value of the gift vouchers and their counter value do not match the amount indicated on the given gift voucher. When redeeming a gift voucher, an amount corresponding to 105% of the face value of the given gift voucher was deducted from the value of the purchase.

Gift vouchers issued by the Service Provider may be redeemed up to 200 (two hundred) days from the date of purchase of the gift voucher, only when booking on the Service Provider's website - but also for bookings made at a later date after the validity period of the gift voucher. The Service Provider is entitled to refuse the use and consideration of gift vouchers presented after this date.

To use the gift voucher, when placing an order on the Service Provider's website, you must enter the unique serial number of the given gift voucher in the "I also have a gift voucher" field, then click the "Check" button. Only one gift voucher can be used per booking/purchase. If the value of the redeemed gift vouchers exceeds the total value of the ordered services, the difference will be lost, and the

Contracting Party and/or the Guest may not demand its reimbursement. A gift voucher can be used once.

Mandatory content elements of the gift voucher: face value, reference to the gift voucher, period of use, sales and redemption information, serial number.

By purchasing the gift voucher, the buyer or the Guest accepts the rules for the issuance and use of the gift voucher, as set out in these GTC, as binding on themselves.

The gift voucher can be freely transferred to anyone, the owner of the gift voucher must be considered to be the one who has the voucher, or whoever uses it, the Service Provider does not investigate the legality of the use.

In other respects, the same rules apply to the purchase of the product and the use of services as in the case of purchases or services using money.

Provisions relating to the online store

The Service Provider operates an online store on its website. When ordering products available in the online store, the Contracting Party must fulfill the service provided by the Service Provider and fulfill its legal obligations - such as e.g. issue of invoices - you provide your personal data, contact information and billing data to the Service Provider.

Data managed by the Service Provider: the Contracting Party's surname and first name at birth, company name, address or registered office, telephone number, e-mail address, delivery address. It is possible to use the online store and to order the services that the Contracting Party wishes to use after the express acceptance of the General Terms and Conditions and the Data Management Information. The Service Provider notifies the Contracting Party about the success of the order in the message displayed on the website and in the confirmation sent to the e-mail address specified during the order.

The Contracting Party can select the desired product in the online store, or choose from among the available payment methods. By making a purchase in the online store, the Contracting Party acknowledges and accepts the provisions of the General Terms and Conditions as well as the provisions of the Data Management Information Sheet as binding on them.

The Contracting Party bears full responsibility for possible data entry errors, as well as possible damages resulting from the provision of false data or failure to modify the data in case of data changes.

Detailed descriptions are linked to individual products and services in the online store.

The Service Provider guarantees that the products and services that can be ordered in the webshop are of high quality and in all cases original products purchased exclusively from verified partners.

The Service Provider always takes the greatest care in the images of the products published in the webshop, but at the same time, the images serve illustrative purposes and the appearance and packaging of the individual products may differ from those shown on the website.

The Service Provider specifically draws the attention of the Contracting Party and the Guest to the fact that it only sells and serves alcoholic beverages to persons over the age of 18. In case of doubt, the Service Provider will ask the Contracting Party or the Guest to provide reliable proof of age. In the absence of adequate proof of age, the Service Provider refuses to sell or serve the product.

Order process

Orders can be placed electronically without prior registration, only via the online store operated by the Service Provider and located on the Service Provider's website. The Service Provider does not accept orders placed by telephone, fax, post or electronic mail. The Service Provider also transmits the information related to the order electronically to the Customer.

During the order, the Contracting Party selects the desired product(s). By clicking on the selected product in the online store, you can view its description, find out about its availability and price. After selecting the product, you place it in a virtual shopping cart by pressing the "Add to cart" button. By clicking on the "Basket" button, the Contracting Party can check the products placed in the shopping cart, their quantity, and the price. By pressing the "Checkout" button, the Contracting Party can enter their billing information, check the content of their order, choose from the available payment methods, enter and finalize a coupon code or promotional code, and forward their order by clicking on the "Send order" button.

During the finalization of the order, the Service Provider provides information on the essential features of the selected product(s), the amount of their consideration (calculated including VAT), any other costs that may arise on top of this, and the shortest duration of the Contracting Party's payment obligation in accordance with the chosen payment method. offer. By sending the order, the Contracting Party expressly acknowledges and acknowledges the information provided by the Service Provider.

After checking and finalizing the data relating to the order - in particular the scope and quantity of the products, their consideration and the method of payment - the Contracting Party orders the selected product(s) by clicking on the "Send order" button.

The Service Provider specifically draws the Contracting Party's attention to the fact that by pressing the "Send Order" button, the Contracting Party will be obligated to pay for the product(s) and service(s) ordered.

The Service Provider will send a confirmation of acceptance of the order immediately after the order, but within 48 hours at the latest. After receiving the order, it will check its feasibility and confirm the order in the form of an electronic message (e-mail) as soon as possible, but no later than 48 hours. The Service Provider undertakes a price guarantee for the order confirmed and confirmed in this way and for its consideration. If the confirmation is not received by the Contracting Party within 48 hours of sending the order at the latest, the Contracting Party shall be released from the binding offer or contractual obligation.

The order and its confirmation shall be deemed to have been received by the Service Provider or the Contracting Party when it becomes available to him. The Service Provider bears no responsibility in the event that the confirmation is not received by the Contracting Party because the e-mail address was entered incorrectly or the e-mail account is not accessible due to the storage space being full.

If the ordered product is possibly not available after the order, or if the purchase of the product indicated as available is not ensured within the time period indicated in the online store, the Service Provider reserves the right not to accept the order of the product, in this case the Contracting Party and the No contract is created between service providers. In this case, the Service Provider shall immediately inform the Contracting Party and refund any consideration paid in advance to the Contracting Party no later than 30 (thirty) days after the notification.

The Service Provider reserves the right to make changes to the range of products available on the service and in the online store, as well as their prices, at any time. The Service Provider provides information on the essential circumstances of the price discount or other discounts (promotions and sweepstakes) for the products available in the web store - thus, in particular, their extent and duration - in a form accessible to anyone on its website. The conditions announced for the duration of the promotion are applicable to the order placed by the Contracting Party with regard to the relevant products or services during the duration of the promotion and its fulfillment.

It is possible to pay for the products and services available in the online store by bank transfer or online bank card payment on the interface provided by the Service Provider. The provisions relating to the available payment methods and their procedure are laid down in these General Terms and Conditions.

Based on the order placed by the Contracting Party and then confirmed electronically, the Service Provider issues an electronic invoice for the consideration of the products and services, which it forwards to the Contracting Party electronically (via e-mail). The products ordered by the Contracting Party are delivered by a courier service to the delivery address specified at the time of ordering.

The Service Provider displays the prices of the products and services in forints in the online store available from its website, the prices displayed in this way include sales tax. The Service Provider is entitled to unilaterally change the price of products and services at any time.

Warranty

Accessories warranty

The Service Provider provides continuous and appropriate information about the products available and orderable in the web store, their properties, and the accommodation services it provides.

The products must be suitable for the purposes for which other products of the same type are usually used, they must have the quality that is usual for products of the same type and that the Contracting Party can expect, and they must also have the characteristics specified in the description provided by the Service Provider and made available in the web store with properties. The Service Provider is responsible for defective performance (accessories warranty). In the event of faulty performance by the Service Provider, the Contracting Party and/or the Guest may submit an objection, and may communicate their objection to any of the Service Provider's contact details, in writing or orally.

In what cases can the Contracting Party and/or the Guest exercise their accessory warranty right?

In the event of defective performance by the Service Provider, the Contracting Party and/or the Guest may assert a warranty claim against the Service Provider in accordance with the rules of the Civil Code.

What rights are the Contracting Party and/or the Guest entitled to based on their warranty claim?

According to your choice, you can make use of the following accessory warranty claims: You can request repair or replacement, unless the fulfillment of the requirement chosen by the Guest is impossible, or

the Service Provider would incur disproportionate additional costs compared to the fulfillment of other requirements. If you did not or could not ask for the repair or replacement, you can request a proportional delivery of the compensation, or the Guest can repair the defect at the Service Provider's expense, or have it repaired by someone else or - as a last resort - withdraw from the contract. You can switch from your chosen accessory warranty right to another, but the cost of the switch is borne by the Guest, unless it was justified or the Service Provider provided a reason for it.

What is the time limit for the Guest to assert his accessory warranty claim?

The Guest is obliged to report the error immediately after its discovery, but no later than within 2 (two) months from the discovery of the error. We would like to draw your attention to the fact that you can no longer assert your accessory warranty rights beyond the two-year statute of limitations from the completion of the contract. In the case of a used item, this deadline is a maximum of one year.

Who can you enforce your accessory warranty claim against?

The Guest may enforce his warranty claim against the Service Provider.

What other conditions are there for asserting your accessory warranty rights?

Within six months from the date of delivery, there is no other condition for validating the accessory warranty claim, apart from the notification of the defect, if the Guest proves that the product or service was provided by the Service Provider. However, after six months have passed since the performance, the Guest is obliged to prove that the defect he recognized was already present at the time of performance.

Product warranty

In what cases can the Guest exercise his product warranty right?

In the event of a defect in a movable object (product), the Guest may - at his or her choice - enforce the right specified in point 1 or a product warranty claim.

What rights does the Guest have based on his product warranty claim?

As a product warranty claim, the Guest may only request the repair or replacement of the defective product.

In which case is the product considered defective?

The product is defective if it does not meet the quality requirements in force at the time it was placed on the market, or if it does not have the properties described by the Service Provider.

In what time frame can the Guest assert his product warranty claim?

You can assert your product warranty claim within two years of the product being placed on the market by the Service Provider. After this deadline, you will lose this right.

Against whom and under what other conditions can you enforce your product warranty claim?

You can only exercise your product warranty claim against the manufacturer or distributor of the product. The Guest must prove the defect of the product in the event of a product warranty claim.

In what cases is the manufacturer (distributor) exempt from product warranty obligations?

The manufacturer (distributor) is only released from its product warranty obligation if it can prove that:

the product was not manufactured or marketed as part of its business activities, or

the defect was not detectable according to the state of science and technology at the time of placing it on the market, or

the defect of the product results from the application of legislation or mandatory official regulations.

It is sufficient for the manufacturer (distributor) to prove one reason for exemption.

We would like to draw your attention to the fact that due to the same defect, you cannot assert a claim for accessory warranty and product warranty at the same time, in parallel with each other. However, if your product warranty claim is successfully asserted, you can assert your accessory warranty claim for the replaced product or repaired part against the manufacturer (distributor).

The consumer's right of withdrawal or termination

A Guest who is considered a consumer has the right to withdraw from the contract without giving reasons within 14 (fourteen) days. Similarly, in the case of a contract for the provision of services, if the performance of the contract has begun, the Guest is entitled to terminate the contract without giving reasons within 14 (fourteen) days.

The Guest may exercise his right of withdrawal by making a clear declaration to this effect or by filling out the model declaration regulated by law.

The withdrawal/termination period

(i) in the case of a contract for the provision of services, it expires after 14 days from the date of conclusion of the contract,

(ii) in the case of a contract for the sale of a product, it expires 14 days after the day on which the Guest, or a third party designated by him, other than the carrier, receives the product;

(ii) when several products are provided, it expires after 14 days from the day on which the last product is taken over by the Guest or a third party indicated by him, other than the carrier;

(iii) when providing a product consisting of several items or pieces, in which the Guest or a third party indicated by him, other than the carrier, receives the last item or piece.

If the Guest wishes to exercise his right of withdrawal/termination, he must send a clear statement containing his intention to withdraw/terminate to one of the Service Provider's contact details indicated in these Terms and Conditions. The Guest shall exercise his/her right of withdrawal within the time limit if he/she sends his/her cancellation/termination statement before the expiry of the above-mentioned deadline.

Legal effects of withdrawal/termination

If the Guest withdraws from this contract, the Service Provider shall refund all compensation provided by the Guest immediately, but no later than within 14 days of receiving the Guest's withdrawal statement. During the refund, the Service Provider uses a payment method identical to the payment method used during the original transaction, unless the Guest expressly consents to the use of another payment method; due to the application of this refund method, the Guest will not be charged any additional costs.

If the Guest requested that the performance of the service begin within the notice period, in case of termination, the Guest is obliged to reimburse the Service Provider for the amount due for the service performed proportionately up to the date of termination of the contract. Similarly, the Service Provider will reimburse the Guest for the part of the compensation provided by it that exceeds the consideration for the service provided by the Service Provider.

The Service Provider expressly draws the Guest's attention to the fact that he is not entitled to the right of withdrawal/termination, among other things:

- a) in the case of a contract for the provision of a service, after the completion of the service as a whole, if the company began the performance with the express, prior consent of the consumer, and the consumer has acknowledged that he loses his right of termination after the completion of the service as a whole;
- b) with regard to a product or service whose price or fee depends on the possible fluctuation of the financial market, which cannot be influenced by the company, even during the deadline for exercising the right of withdrawal;
- c) in the case of a non-pre-manufactured product that was produced based on the instructions or at the express request of the consumer, or in the case of a product that was clearly tailored to the consumer;
- d) with respect to a perishable product or a product that retains its quality for a short time;
- e) with regard to a product with closed packaging, which cannot be returned after being opened after delivery for reasons of health protection or hygiene;
- f) with regard to a product which, due to its nature, is inseparably mixed with another product after delivery;
- g) with regard to an alcoholic beverage, the actual value of which depends on market fluctuations in a way that the company cannot influence, and the price of which was agreed upon by the parties when concluding the sales contract, but the performance of the contract only takes place after the thirtieth day from the conclusion of the contract;
- h) in the case of a business contract where the business visits the consumer at the express request of the consumer in order to carry out urgent repair or maintenance work;
- i) with regard to the sale and purchase of audio and video recordings in sealed packaging, as well as copies of computer software, if the consumer has opened the packaging after delivery;
- j) with regard to newspapers, magazines and periodicals, with the exception of subscription contracts;
- k) in the case of contracts concluded at a public auction;
- l) with the exception of housing services, in the case of a contract for the provision of accommodation, transport, car rental, catering or services related to leisure activities, if a deadline or deadline for performance defined in the contract has been agreed;
- m) with regard to digital data content provided on a non-physical data carrier, if the business has begun performance with the express, prior consent of the consumer, and at the same time as this consent the consumer has declared that he/she will lose the right of withdrawal after the performance has begun.

Considering the contract for accommodation services provided by the Service Provider - which is concluded between the parties in each case with a specified deadline for completion, as well as the fact that the products and services made available by the Service Provider in the web store are typically perishable or products that retain their quality for a short time, as well as products with closed packaging, which for reasons of health protection or hygiene cannot be returned after opening after delivery, the Contracting Party and the Guest are not entitled to the right of withdrawal/termination defined by law.

The Service Provider specifically draws the attention of the Contracting Party and the Guest, who are considered consumers, to the fact that Art. 45/2014. (II.26.) Pursuant to the government decree, within 14 (fourteen) days from the conclusion of the contract, the Contracting Party and the Guest are not entitled to the right of withdrawal or termination without reason for the accommodation service provided by the Service Provider and in its online store due to the characteristics of the products and services made available.

By accepting the General Terms and Conditions, the Contracting Party and Guest who are considered consumers acknowledge and accept that the Service Provider may not exercise their right of withdrawal or termination within 14 (fourteen) days in relation to the accommodation service provided by the Service Provider and the products and services ordered through its online store based on these General Terms and Conditions. .

The Contracting Party and/or the Guest acknowledges that the forwarding of the order as defined by these GTC is considered an offer to which it is bound. The customer acknowledges that he accepts the provisions of these General Terms and Conditions and the related Data Management Information Sheet at the same time as he submits the order, and acknowledges that the provisions contained therein are binding on him.

Consideration for the service, terms of payment

The Service Provider continuously publishes the prices applied by the Service Provider on the website www.sxrd.hu. The Service Provider is entitled to freely change the prices it applies at any time, provided that the Service Provider's unilateral modification does not apply to service contracts established on the basis of orders previously forwarded and confirmed in writing by the Service Provider, provided that, in the event of any modification or extension thereof, the Service Provider at the time of the modification or extension applied service prices are the guidelines.

In the case of purchasing a gift voucher, its face value does not necessarily equal the value of the reservation of the services provided by the Service Provider, the use of any apartment for one or more days, the use of the gift voucher gives the right to credit 105% of the face value included in it and to deduct it from the consideration of the services.

The Service Provider displays the prices it uses in HUF in accordance with the applicable legal regulations.

When announcing the consideration for each service, the Service Provider shall indicate the tax content of the consideration amount (e.g. general sales tax, tourist tax) and the rate determined by law. The Service Provider reserves the right to transfer the excess generated in this way to the Contracting Party and/or the Guest without prior notice in the event of a statutory change in the amount of the applicable tax.

The Service Provider publishes the consideration, current promotions, discounts and other offers of the individual products and services it provides and available apartments on its website.

The Service Provider informs the total amount of the services ordered by the Service Provider in the written confirmation sent to the Guest, calculated for the scope of the services and the duration of their use, with the currently valid prices and fees.

The value of the ordered products and services can be paid

in the case of a product ordered in an online store, cash on delivery,

in the case of accommodation reservations, with an online bank card (Stripe) and the Google Pay application.

The Service Provider informs the Contracting Party that online bank card payments are handled by Stripe. Online bank card payments are made through the Stripe system. The bank card data will not reach the merchant.

In case of payment by bank card, the Contracting Party is automatically redirected to the Stripe payment page, where he must enter the required data to settle the fee. The Service Provider draws the Contracting Party's attention to the fact that payment for the products and services ordered by him is only possible with a bank card accepted by Stripe and suitable for online shopping. The Service Provider also draws the attention of the Contracting Party to the fact that the payment transaction cannot be withdrawn after its execution. In the event of an unsuccessful payment transaction, an error message is displayed on the website, while in the event of a successful payment of the service fee, the amount of the service fee is immediately debited from the bank account balance of the Contracting Party.

The Service Provider informs the Contracting Party that the payment and bank card data entered on the Stripe payment page are not recognized or processed by the Service Provider.

Considering that the orderly conduct of the bank card payment transaction, the management of the data provided during the payment, their encryption and the guarantee of the payment process are the sole responsibility of Stripe, the Service Provider therefore does not assume responsibility for problems related to the bank card payment and within the competence of Stripe. The Service Provider also assumes no responsibility for the failure of the payment transaction, if the reason can be traced back to an error in the Internet connection.

The method and conditions of using the service

The Guest may start using the services ordered and confirmed in writing by the Service Provider after 3:00 p.m. on the day of arrival and occupy the given apartment ("check in"), while upon departure the apartment must be vacated by 10:00 a.m. on the day of the end of the specified period. apartment ("check out").

The Service Provider does not allow Guests to accommodate or bring in pets.

The Service Provider is entitled to terminate the service contract with immediate effect or refuse to provide the service if:

the Guest does not use and/or damages the apartment made available to him or the services provided by the Service Provider and/or the premises used for their provision;

the Guest disrupts or obstructs the Service Provider's operation and policy and does not abandon this behavior despite the request of the Service Provider's representative;

the Guest does not comply with the Service Provider's safety regulations, e.g. smokes in a prohibited place and does not stop smoking despite the request of the Service Provider's representative;

the Guest behaves with the Service Provider's employees in an objectionable, rude manner, behaves rudely, is in an intoxicated or intoxicated state caused by alcohol or other narcotic or psychoactive substances, displays threatening, insulting or other blatantly anti-community unacceptable behavior;

the Guest is contagious or suffers from a disease that disturbs the operation of the Service Provider or the tranquility of other guests. A guest unable to take care of himself cannot use the services provided by the Service Provider;

the Contracting Party or the Guest has not fulfilled the payment guarantee/performance obligation required by the Service Provider by the date specified by the Service Provider.

If the service contract cannot be performed due to any force majeure, it will be terminated.

The Guest uses all services provided by the Service Provider during his entire stay at his own risk.

Provision of services

If the Service Provider is temporarily unable to provide the ordered services for any reason attributable to it, it is obliged to provide accommodation for the Guest. In this regard, the Service Provider is obliged to:

to offer the services confirmed by him in the order at the price indicated there and for a fixed period of time - or until the obstruction ceases - to another accommodation of the same standard and category, and to provide them if the Guest accepts. All additional costs of providing substitute accommodation are borne by the Service Provider;

in the event of a request for this, the Service Provider provides the Guest with a one-time call/message opportunity, free of charge, so that he can communicate the change of accommodation to the person of his choice;

to provide a free transfer for the Guest to move to the alternative accommodation offered and accepted by the Guest and to move back, if necessary.

If the Service Provider fully complies with the above obligations, or if the Guest accepts the substitute accommodation offered to him and accepted by him, he cannot make a subsequent claim for compensation against the Service Provider.

Rights and obligations of the guest

According to the service contract between the parties, the Guest is entitled to use the apartment ordered by him, as well as the facilities of the accommodation, which are part of the usual range of services provided by the Service Provider and do not fall under the scope of the special conditions.

The Guest may file a complaint regarding the performance of the services provided by the Service Provider. The Service Provider undertakes to investigate the complaint submitted to it in writing or orally and entered into the minutes within 72 hours of its receipt and to provide the Guest with a meaningful response.

The Guest is obliged to compensate the Service Provider for the services ordered in the service contract in the manner and by the time specified in the contract at the latest.

The Guest is obliged to notify the Service Provider of any possible damage to the Service Provider immediately and to provide the Service Provider with all the necessary data, which is necessary to clarify the circumstances of the damage event, and which is necessary to initiate a possible violation of the rules or criminal proceedings.

Liability of the Guest for damages

The Guest is responsible for compensation for all damages caused to the Service Provider or a third party by himself or his companion or persons under the supervision of any of these persons. The Guest's obligation to make good remains even if the injured person is entitled to claim compensation directly from the Service Provider.

Rights and obligations of the Service Provider

If the Guest does not fulfill his obligation to pay the consideration for the services used or ordered but not used, the Service Provider shall have a right of lien on the Guest's assets that he took with him to the accommodation/apartment provided by the Service Provider to secure his claims and costs.

Liability of the Service Provider for damages

The Service Provider assumes responsibility for any damage to the guest that occurred within the accommodation due to its own fault or that of its employees. The Service Provider's responsibility does not extend to damage events that occurred due to unavoidable reasons beyond the scope of the Service Provider's employees and guests, or were caused by the Guest or those under his supervision.

The Service Provider reserves the right to designate places and rooms within the accommodation where the Guest may not enter. The Service Provider designates these places and rooms in a clearly

visible and unmistakable manner. The Service Provider is not responsible for any damages that occur to the Guest or persons under supervision in places and rooms where the Guest is not allowed to enter.

The Service Provider is only liable for damage to things that the guest has designated in the accommodation, or has placed in a place usually assigned for this purpose or in his apartment, or that he has handed over to an employee of the Service Provider who he could reasonably consider entitled to receive his things.

The Service Provider's responsibility for compensation only exists if the Guest immediately reports the damage to the Service Provider with the necessary data. The Service Provider's responsibility does not extend to the Guests' packages and their contents upon arrival at and departure from the accommodation, during unpacking and packing, and during transport to and from the apartment.

The extent of the Service Provider's liability for damages is up to fifty times the amount of the daily room price according to the service contract.

Illness or death of the Guest

If the Guest becomes ill after occupying the accommodation and during the use of the service and the Service Provider is aware of this, the Service Provider is obliged to offer medical assistance to the Guest, with the costs of the offered and accepted medical assistance being borne by the Guest. If the doctor diagnoses an infectious disease, the Service Provider is entitled to refuse to perform the service or to terminate the service contract with immediate effect. All costs of leaving before the end of the fixed period are borne by the Guest.

In the event of illness or death of the Guest, the Service Provider may claim cost compensation from the patient's or the deceased's relatives or heirs for the medical expenses possibly advanced by the Service Provider, the consideration for the services used before the death and the damage to the property of the Service Provider and/or its guests in connection with the illness or death. to the extent of damages. The Service Provider considers the guest's death as departure before the end of the fixed term of the contract, and in this case it is not obliged to refund the amount of consideration for the remaining part of the contractual term to the legal heir(s).

Termination of the service contract, settlement between the parties

The service contract established between the Parties on the basis of these GTC shall be terminated or may be terminated:

in case of automatic termination of the contract - at the end of the fixed period,

by mutual agreement of the parties,

by canceling the order,

with the withdrawal or termination of the Service Provider.

The parties are entitled to terminate the service contract by mutual agreement at any time, provided that the termination must be in writing and must include a full account of the parties.

After the conclusion of the contract, but before the start of performance, the Contracting Party is entitled to withdraw from the order by being obliged to pay any penalty charged by the Service Provider.

After the conclusion of the contract, but before the start of performance, the Service Provider is entitled to withdraw from the service contract, or to refuse performance if the conditions set out in these GTC are met, while after the start of using the service, he is entitled to terminate the contract if the conditions set out in these GTC are met. to terminate.

In the event of termination of the service contract for any reason, the parties are obliged to settle accounts with each other no later than 15 (fifteen) days from the date of termination.

Other provisions

Complaint handling

If the Contracting Party and/or Guest, who is considered a consumer, has any complaints in connection with the service they have used, they are entitled to file a complaint with the Service Provider.

The Contracting Party and/or Guest who is considered a consumer may submit their complaint to the Service Provider by mail or electronically, in writing, or verbally at the Service Provider's headquarters, or by telephone.

The Service Provider examines the verbal complaint immediately and remedies it as necessary. If the Contracting Party and/or the Guest do not agree with the handling of the complaint, or the immediate investigation of the complaint is not possible, the Service Provider will record the complaint and its position in relation to it, a copy of which will be handed over to the Contracting Party and/or the Guest in person, in the case of a verbal complaint communicated by telephone or using other electronic communication services, it will be sent together with the substantive answer within 30 (thirty) days at the latest.

The Service Provider investigates the written complaint within 30 (thirty) days after its receipt and informs the complainant about the result of the investigation, answers the complaint in writing, in case of possible rejection, explains its position and informs the complainant about the legal remedies available to him.

If the complainant's complaint is rejected, the complainant has the right to appeal to a conciliation body that is competent according to his/her place of residence or the seat of the Service Provider. The Service Provider is obliged to cooperate in the conciliation board procedure. According to the seat of the Service Provider, the following conciliation body is authorized to act in the event of a consumer dispute:

Tolna County Conciliation Board

Address: 7100 Szekszárd, Arany J. u. 23-25./306.

Phone: +36 74/411661

Website: <https://www.tmkik.hu/hu/bekelteto-testulet>

The headquarters, telephone and internet contact details, as well as the correspondence and e-mail address of the conciliation body according to the place of residence or residence of the complainant can be found by clicking on the website of the given, competent conciliation body on the following link: <https://mkik.hu/a-bekelteto-testuletek-teruleti-honlapjai>

The online dispute resolution platform provided by the European Union provides an alternative dispute resolution forum in order to resolve legal disputes arising from obligations arising from online sales or service contracts between all consumers residing in the European Union and merchants established there outside of court proceedings. The European Online Dispute Resolution Platform can be accessed by clicking on the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU>. Online dispute resolution is detailed at <https://ec.europa.eu/consumers/odr/main/?event=main.home.howitworks>, while online dispute resolution is started at <https://ec.europa.eu/consumers/odr> It can be initiated on the page [/main/?event=main.complaints.screeningphase](https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase).

In addition, the complainant can also contact the regionally competent district office regarding his consumer complaint. In consumer protection official cases, the district office acts in the first instance. The jurisdiction of the district offices is available at <https://jarasinfo.gov.hu/>.

The scope of the General Terms and Conditions

Personal scope: The scope of these Terms and Conditions extends to the legal relationship established between the Service Provider and the Contracting Party, established by the booking of the service and thus by electronic order.

Subject scope: These General Terms and Conditions fully and automatically regulate the terms of the contract between the Service Provider and the Contracting Party for the provision of accommodation services and related services.

Territorial scope: These Terms and Conditions cover the legal transaction concluded in Hungary between the Service Provider and the Contracting Party for the provision of accommodation services and related services

Temporal validity: These GTC shall enter into force upon its publication and shall remain in force until withdrawn or modified by the Service Provider. Disputes arising between the Service Provider and the Contracting Party and/or the Guest in connection with the service contract established on the basis of these GTC are always governed by the GTC provisions in force at the time of the booking.

Availability and modification of the General Terms and Conditions

The Service Provider ensures that the Contracting Party and/or the Guest can familiarize themselves with and interpret the contents of the General Terms and Conditions before accepting them.

The Service Provider publishes the current text of the General Terms and Conditions on the www.sxrd.hu website, which is thus accessible to anyone and public.

The Service Provider reserves the right to unilaterally modify the provisions of these GTC at any time. The Service Provider shall publish the text of the amended General Terms and Conditions on the website www.sxrd.hu 15 (fifteen) days before its entry into force.

Management of personal data

The Service Provider undertakes to handle personal data obtained in connection with the provision of services in accordance with the applicable data protection legislation.

The Service Provider also guarantees that its data management activities carried out during the performance of the service contract established on the basis of these General Terms and Conditions comply with REGULATION (EU) 2016/679 of the European Parliament and of the Council (27 APRIL 2016) regarding the processing of personal data of natural persons. CXII of 2011 on the protection and free flow of such data and the repeal of Directive 95/46/EC (general data protection regulation), (hereinafter: GDPR), as well as on the right to informational self-determination and freedom of information. Act (hereinafter: Info tv.), the Service Provider thus especially, but not exclusively, has an appropriate legal basis for the processing of personal data, performs the data processing activity in order to achieve a legitimate goal, and for the time and scope of data absolutely necessary to achieve this goal.

The provisions relating to the Service Provider's data management are set out in a separate Data Management Information Sheet.

Force majeure

Causes and circumstances (e.g.: war, fire, flood, bad weather, power outage, strike, etc.) over which neither the Service Provider, nor the Guest, or the Contracting Party have control - force majeure - any party is exempted from from fulfilling their contractual obligations as long as this reason or

circumstance exists. The contracting parties will do their best to minimize the possibility of the occurrence of these causes and circumstances and to remedy the damage or delay caused by this as soon as possible.

Copyrights

The information, photos and textual content found on the www.sxrd.hu website are the property of the Service Provider. Only the Service Provider is entitled to use the photos and descriptions in the webshop and the reservation system as intellectual property, their unauthorized copying, transmission or use in any other way is not allowed.

The Service Provider reserves all rights to all elements of its service, the domain names, the secondary domain names formed with them, as well as its Internet advertising surfaces.

It is forbidden to adapt or reverse engineer the content of the www.sxrd.hu website or certain parts, to establish user IDs and passwords in an unfair manner, or to use any application that can be used to modify or index the www.sxrd.hu website or any part of it.

The name www.sxrd.hu is protected by copyright, its use, with the exception of references, is only possible with the prior written consent of the Service Provider. In the event of use without a license, the Service Provider is entitled to a fine of HUF 1,000,000 per violation.

Miscellaneous Provisions

The parties undertake to fulfill their obligations arising from the contract established on the basis of these GTC, in compliance with the governing legal provisions, to act in accordance with the requirements of good faith and fairness, and to cooperate with each other and to inform each other of all material circumstances affecting each other without undue delay.

The Service Provider considers the provisions of these Terms and Conditions, as well as the information provided on its website, to be binding on itself, and in order to fulfill them, it acts as is generally expected in the given situation.

When exercising the rights and obligations arising from the service contract established between the parties by accepting these GTC, the parties are obliged to take into account the legitimate interests of the other party. The Contracting Party and the Guest are also obliged to act in the performance of the contract in such a way that it does not damage or jeopardize the good business reputation of the Service Provider.

Information, facts and data that come to the attention of the Contracting Party and the Guest in connection with the conclusion and performance of the service contract established on the basis of these General Terms and Conditions with the Service Provider and its activities, including, in particular but not exclusively, the existence and content of individual service contracts established on the basis of these General Terms and Conditions, are considered business secrets. qualifies, the Contracting Party and the Guest may not release them to third parties, make them accessible, or use them for purposes other than the performance of contracts.

The Contracting Party and the Guest agree that without the prior written consent of the Service Provider, they will not transfer or disclose to third parties any information related to the content of individual service contracts and/or their performance based on these GTC, in particular, but not exclusively, the service until the date of performance of the contract. The Contracting Party undertakes to take all possible measures to prevent third parties from accessing or learning about the individual service contracts created under these GTC or confidential knowledge or information related to their performance.

If the Service Provider does not exercise any of its rights set forth in these GTC, the failure to exercise the right shall not be considered a waiver of the given right by the Service Provider.

The Service Provider disclaims all liability for any possible damages that occur due to errors or deficiencies in the operation of the www.sxrd.hu website and/or the reservation system and/or the online store on the part of the Contracting Party and/or the Guest.

The parties will primarily communicate with each other in writing, via e-mail, regarding all questions arising in connection with the performance of the contract and the provision of services.

The Service Provider sends all notifications, information, and legal declarations to the Contracting Party and/or the Guest to the e-mail address provided when ordering the service. The Service Provider reserves the e-mail address info@sxrd.hu for receiving all written inquiries from the Contracting Party and/or the Guest. If the e-mail address of the Contracting Party and/or the Guest changes in the meantime, it is obliged to inform the Service Provider immediately. The Service Provider bears no responsibility for adverse consequences resulting from the failure to provide the above information.

All contracts covered by these GTC are governed by Hungarian law, in particular Act V of 2013 on the Civil Code (hereinafter: Civil Code), Act CVIII of 2001 on certain issues of electronic commercial services and services related to the information society. Act, as well as other relevant legal regulations are the governing rules. If the contract is concluded between the Service Provider and the Contracting Party and/or Guest who is a consumer, then the legal relationship of the parties shall be governed by Art. 45/2014 on the detailed rules of contracts between the consumer and the company (II. 26.) The provisions of the Government Decree shall also be applied mutatis mutandis.

The parties wish to resolve disputes arising from the service contracts concluded between them primarily through negotiations, outside of litigation.

These GTC were published on August 15, 2022, and are effective from August 15, 2022.