

## GENERAL TERMS AND CONDITIONS OF THE SERVICE USER AGREEMENT (GTC)

Puncs is a dating and networking service (the 'Service'), which is accessible online to Puncs members. By using the Services, Members can access the data sheets of other registered Members. The Service is provided by ntice Kft. (registered by the Tribunal Court of Registry under company registration number C.g. 01-09-202441; registered seat: H-1135 Budapest, Reitter Ferenc utca 50., tax number: 25145201-2-41). Some of the services that make up the Services are free of charge to Members; other services are only accessible to Premium Members for a fee.

Our Service is accessible only to Members. Prior to becoming a Member by completing registration, please read through carefully these contractual terms and conditions, as these will form the legal basis of the contractual agreement between us. If you accept these General Terms and Conditions, please tick the box at the bottom of your registration sheet, which stands for the following: 'I have read the contractual terms and conditions that are applicable to using the Puncs Service, and I accept them and I agree with them.' By ticking the box you will be bound by the following contractual terms and conditions, therefore if you don't agree with them, please don't register as a Member. Upon receiving your registration, we will send prompt confirmation to your designated e-mail address, which amounts to your acceptance of the offer. Should you not receive confirmation of your registration within 48 hours of submitting it, it means that you are no longer bound by the offer.

Hereunder you can read your written Service User Agreement with the Service Provider of Puncs.com: ntice Kft. In order to register as a Member and start using the Service, you must first agree to these General Terms and Conditions, which are binding to you. The language used by the Contract is Hungarian and is concluded in Hungarian.

The service provider who provides the server capacity needed by the Service Provider for running the service:

Name: Ntice Kft.

Registered seat: H-1135 Budapest, Reitter Ferenc utca 50. The Server Room:

Invitel Távközlési Zrt.

H-1108 Budapest, Kozma utca 2.

H-1143 Budapest, Ilka utca 31.

### 1./ Definitions

For the purposes of these General Terms and Conditions, the following terms shall carry the following meaning – unless the context demands otherwise:

1.1. / 'Agreement' or 'Contract': The Agreement which is executed between you and us about using the Service and which sets out the provisions of the present Terms and Conditions.

1.2. / 'Intellectual Property Rights': any patent, right to a database, copyright, design patent (whether registered or not), trademark (whether registered or not), trade name and any similar intellectual or industrial property right protection, wherever it exists in the world, together with any entitlements relating to their protection.

1.3. / 'Member': any individual whose membership we have accepted, and who currently has a membership status, including both Members who do not hold a valid subscription, as well as Members who have a Premium subscription.

1.4. / 'Premium Member': Those Members who have PremiumFaran subscriptions qualify as Premium Members.

1.5. / 'Disclose': to show, put on display, send, disseminate, broadcast, make accessible and/or disclose any information, data and/or any other material relating to the Service. The terms 'disclosed' and 'disclosure' shall be interpreted accordingly.

1.6. / 'Data Sheet': the sheet containing personal data, photos and/or information about you.

1.7. / 'Service': the service which we provide to you on the website, in case of subscriptions – including the Premium Service and not limited to – web-browsing, contacting other Members via the website, and/or other Members making contact with you, and also you disclosing information on the website.

1.8. / 'User': anyone browsing the website.

1.9. / 'We': means puncs.com as well as the Service Provider ntice Kft. (may be contacted at the above address).

1.10. / 'Website': Our website is available at the URL [www.puncs.com](http://www.puncs.com).

1.11. / 'You': the individual whose application for membership under the Service has been accepted by us.

## 2. / Sign-in and Registration

By accepting these General Terms and Conditions, you state and warrant the following: 2.1. / You are registering on the Website and are using the Service voluntarily, free of all influence, and based on your own decision.

2.2. / You were at least 18 years old at the time of registration.

2.3. / You have not been convicted of any crimes against the right to human dignity or other fundamental rights, the freedom of sexuality, intellectual property, or any sexual offences, and no such charges have been filed against you by a public prosecutor.

## 3. / Basic Provisions

3.1. / This agreement offer, if accepted by you, will become a valid and effective Contract between you and us. The Agreement is deemed to constitute a written contract executed in the Hungarian language, it will be filed and archived by us for 5 years from the date of its conclusion.

3.2. / The terms and conditions set out hereunder (which are subject to change from time to time) exclude the existence of any other agreement or other contractual terms and conditions between us, and you also acknowledge being bound by the present contractual terms and conditions (including any amendments we might make from time to time).

3.3. / The present Contractual Terms and Conditions (as they may be amended by us from time to time) shall supersede and override all other contractual terms and conditions we may have previously communicated to you.

3.4. / We reserve the right to amend these Contractual Terms and Conditions at any time. In case any modification is made to the present Terms and Conditions, we will announce the new terms and conditions without delay after the change is made. You will find it under the Website under the point General Terms and Conditions, and at the same time we will inform you also by e-mail or by posting a corresponding notification on the website.

3.5. / By continuing to use the Service after publication of the amended Terms and Conditions on the Website, you will be deemed to have accepted the amended terms, and so the amended Agreement will be binding to you. If you do not agree with the

amended contractual terms and conditions, you have the right to terminate this Agreement at any time:

3.5.1. / in case of a Membership not qualifying as a Premium Membership, according to the provisions of point 8.1.1;

3.5.2. / in case of Premium Membership, according to the provisions of point 8.2.1

3.6. / You vouch not to trust any statement and/or guarantee that is made not in accordance with the present Contractual Terms and Conditions.

3.7. / We reserve our right to inspect and to remove any information, photo and/or any other material which you had uploaded, if doing so is necessary due to reasons defined in this Agreement.

3.8. / We reserve the right to refuse membership registration requests and to terminate existing memberships.

3.9. / We reserve the right to make such changes to the Service as may be required by legislative changes or applicable security protocols from time to time, on condition such do not have a fundamentally detrimental effect on the quality of the Service.

3.10. / The Service and the Website are meant for the exclusive private use of Members, all of whom are natural persons, and any business use is prohibited. Corporations, unincorporated companies and other partnerships cannot become Members and they cannot use the Service or the Website for any purpose whatsoever. In the same way, Members cannot use the Service for commercial, advertising or other business purposes, nor can they disclose to third parties for similar purposes any data that have come to their knowledge in connection with using the Service. Using the Service or the Website in violation of the terms of the Agreement, in an unlawful or unauthorized manner – including collecting the usernames and/or e-mail addresses of Members by electronic or other means, sending unsolicited e-mail messages for the purposes of unlawful framing or adding links to the Website - shall warrant having the incident investigated, terminating the Agreement with immediate effect without recourse to any refunds and taking necessary legal action, including but not limited to bringing proceedings outside a civil and criminal court or bringing proceedings before a court of law.

3.11. / According to the provisions of this Agreement, Members are liable for any information disclosed by them. Disclosing false and unlawful information shall warrant the termination of this Agreement with immediate effect and the exclusion of the Member. Having said that, please note that we provide limiting monitor of either quality, compatibility or the safety of Members, or the truthfulness, accuracy or entirety of any content disclosed on the Website. As we do not always review every content disclosed on the Website, you are entering into this Agreement in the knowledge that information relating to other Members can turn out to be inaccurate or misleading despite the prohibitions set out in the present Contractual Terms and Conditions.

**3.12. / Using the Website to request, undertake, or offer intercourse or any other indecent acts (suitable for or aimed at rousing, maintaining, or satisfying sexual desires) – for financial gain or for any other purposes – and for any such actions is prohibited.**

#### 4. / Fees and Payment

4.1. / Certain Service features are accessible only for a fee payment by so-called Premium Members (Premium Services).

4.2. / Premium Services and related subscription fees as may be applicable at any time are defined under the “**Subscriptions**” menu. Subscription fees may be subject to change from time to time. Any increase in subscription fees will be announced on the “Subscriptions” page, and will be effective from the date of announcement. These General Terms and Conditions are applicable to ordering and using Premium

Services.

Information on payment using bank cards: [https://simplepartner.hu/PaymentService/Fizetesi\\_tajekoztato.pdf](https://simplepartner.hu/PaymentService/Fizetesi_tajekoztato.pdf)

4.3. / Our prices are inclusive of the VAT rate applicable since 01.01.2012. We do not accept liability for fees stated incorrectly due to an error.

4.4. / You will have to pay every fee item in full that is due and payable under the Agreement, by selecting one of the payment methods offered on the Website.

4.5. / You are not entitled to a refund for Service outages or the Service going offline due to technical problems beyond our control.

4.6. / Hibernations of the data sheet do not affect the subscription contract, the renewal of the subscription (its time and manner), and the expiry of the subscription

## 5. / Automatic renewal

5.1. / Members who pay for our Premium Services are classed as Premium Members. In the absence of a cancellation, Premium Subscriptions **are automatically renewed on the last day of the current subscription period if the subscription was paid with a bank card or a purchase via mobile phone**. Applicable fees are determined with the same method of payment in mind that you had used for the initial transaction. If you took out your subscription under a Special Offer at a reduced subscription fee, then your Premium Service will be automatically renewed at the basic tariff rate. For the basic tariff rate visit the Website's Subscriptions menu. The above process continues until you cancel automatic renewal. You can cancel the automatic renewal of your Premium Service at any time at least 1 day before the next renewal. To do so, visit your subscription status in the Subscriptions menu.

5.2. / The tariff rate of automatically renewed subscriptions is the same as the originally fixed subscription fee (irrespective of the actual rate shown under Subscriptions going up or down since that time), except if your initial subscription was taken out based on a Special Offer. In this case the new fee will be billed to you based on the current basic rate shown on the page.

5.3. / The subscription fee will be collected from the credit card or phone number you used for the original legal transaction.

5.4. / Automatic renewal lasts until either party decides to cancel it. You can cancel your subscription under the Subscriptions menu in your subscription status.

## 6. / Obligations of the Member

1.6.1./ The Member may only use the Website in accordance with the principles of good faith and fairness and according to the Website's purpose. Therefore:

6.1.1. / Our Members may exercise their freedom of expression only insofar as it does not violate the rights of other people.

6.1.2. / The Members' Data Sheet must not show personal details, such as their full name, phone number, house address and/or e-mail address and URL, or any other information based on which they can be directly contacted.

6.1.3. / Members must not transmit and/or publish information, images or any other material that is in breach of any laws, regulations, decrees or violates the rights of any third person (including, among other things, intellectual property rights and personal rights, and so particularly the right of an individual to their name and facial image, as well as to human dignity, good reputation, and the right to have laws protecting minors respected). At the time of registration, Members may upload a picture of themselves, which is of acceptable quality, and which has not been edited using image enhancing effects. Photos must not include any inscriptions giving away personal details (e.g. phone number, e-mail address, URL promoting other sites, etc.). Members declare that any persons or their legal representatives have granted consent for pictures on which they are included to be uploaded during the term of the membership.

6.1.4. / Members must not use the Service, either openly or covertly, to advertise another website, service and/or business undertaking, including among other things showing private e-mail addresses, URLs and/or other private phone numbers on their Data Sheet, and especially must not offer or advertise services of a sexual nature.

6.1.5. / Members must not, either openly or covertly, recruit new customers among other Members, must not sell or buy products and/or services through their use of the Service.

6.1.6. / Members must not in any way whatsoever misuse the Service or any other information which came to their attention via the Service.

6.1.7. / Members must not attempt to gain unauthorized access to any information held on any platforms belonging to the Service, or to any networks facilitating the provision of the Service.

6.1.8. / Members must not in any way disclose and/or make a copy of information or material constituting an intellectual product the property rights of which belong to another person, unless they have obtained the prior consent of the proprietor of such rights.

6.1.9. / Members must not make a copy either partially or in whole of any information or data found on the Website (including but not limited to information found on the Data Sheets of other Members) for any purpose other than those set out in this Agreement.

6.1.10. / Members must not send chain mails, spam or junk e-mails to other Members.

6.1.11. / Members must in no way transfer, assign or share their user rights and/or must not authorize any third persons to use the Service on their behalf.

6.1.12. / Members must not transmit and/or publish and/or e-mail to other Members any information, images and/or such other material that is pornographic, racist, abusive, libelous, harassing, against good taste, threatening, slanderous and/or obscene in nature. Members state and warrant in full awareness of their liability under criminal law that they will not engage in any crimes prohibited by the Criminal Code.

6.1.13. / Members must not transmit and/or publish and/or e-mail to other Members any information, images and/or such other material capable of offending the political and/or religious beliefs of other Members, and the ownership, publication and transmission of which is prohibited by law.

6.1.14. / Members must not upload to the Service platform any material containing viruses or subject to copyright.

6.1.15. / Members must not attempt to capture the e-mails of other Members.

6.1.16. / Members must not use any devices, software or programs which attempt to interfere with the intended usage of the Website.

6.1.17. / A Member must not complete multiple registrations in order to avoid Users being misled.

6.2./ If you violate any of the above rules, we may block your account - without prejudice to the application of the provisions of Chapter 8 -, automatically remove the messages or content in question, partially or fully prevent you from displaying your Data Sheet, and/or block your access to the Service, exclude you from the Service partially or completely, temporarily or permanently without paying you any compensation or refunds of any kind, not excluding the possibility of imposing on you further consequences under criminal and/or civil law.

## 7. / Your Data Sheet

7.1. / You are aware that other Users may display your Data Sheet. You accept that the pictures uploaded to your Data Sheet are accessible via newsletters (point 14.4) just as they are freely accessible to all visitors of the website.

7.1.1. / By default, the Data Sheet is set to be visible to registered members only. You can override the default settings and make your Data Sheet profile, in which case the Data Sheet will be publically available to anyone, including by conducting internet searches.

7.1.2. / You can set the visibility of your Data Sheet in the Settings menu, and the change is applied immediately and will be finalized no later than within 24 hours. If it is public, we are not liable for the saving or archiving of your Data Sheet by third persons or for archiving by any service provider that archive online content or search results and for the accessibility thereof. Accordingly, we recommend that you proceed with caution if you set your Data Sheet to public./ If you disclose and/or otherwise reveal to someone confidential or sensitive information about yourself, you do so solely at your own risk.

7.2. / You may also display the Data Sheet and personal details of other Members.

7.3. / You specifically warrant that any and all information you might disclose:

7.3.1./ is authentic, true, complete and not misleading, furthermore

7.3.2./ you promise to regularly update the former to ensure that it stays authentic, true, complete and not misleading from the point of view of other Members, even if there is a significant change in your situation.

7.4. / We reserve the right to inspect your Data Sheet from time to time, to amend and/or erase it, should there be a need for such amendment/erasure pursuant to the provisions of this Agreement.

7.5. / You shall assume sole liability for the content of your Data Sheet which you make public in connection with using the Service and forward to other Members.

7.6. / Pursuant to Section 7.5 you are aware that Members are alone liable for the content of any information they disclose. Members are responsible for ensuring that the data they provide are truthful and relate to their own person. The deliberate and/or fraudulent communication of false information may evoke legal sanctions, and could lead to the termination of the Agreement with immediate effect. Premium Members remain obligated to pay any unpaid fees in such cases for the services they use, and they shall not be authorised to request refunds.

## 8. / Termination of Membership and/or Premium Membership

8.1. / Ordinary termination

8.1.1. / Termination of membership by notice:

Members who do not qualify as Premium Members may terminate their membership with immediate effect at any time and for any reason, by selecting the link "Hibernate/Delete user account" in the Settings menu. Such Membership can likewise be terminated by us at any time, without having to give a reason and with immediate effect. Termination carried out in accordance with this Section evokes the legal consequences set out in Section 9.1, and is applicable only if you do not qualify as a Premium Member, or if your Premium Membership ceases upon termination.

## 8.1.2. / Ordinary termination of Premium Membership:

8.1.2.1. / You can terminate your Premium Membership for any reason, by cancelling automatic renewal (in accordance with the provisions of Section 5.1, at least 1 day before the next renewal date, by the end of the current subscription period). To terminate your Premium Membership by ordinary notice click the link under Subscriptions on the Subscription status page. Your Premium Membership can likewise be terminated by us at any time by the end of the current subscription period, of which we will notify you in writing.

8.1.2.2. / Ordinary termination of Premium Membership will lead to the termination of the Member's subscription to Premium Services only, the legal consequences of which are governed by the provisions of Section 9.2. Should you wish to terminate your entire Membership by the same accord, you can do so after having terminated your Premium Membership, after the end of the current subscription period, in accordance with the provisions of Section 8.1.1.

## 8.2. / Extraordinary termination

The following cases of extraordinary termination are applicable exclusively to the legal status of Premium Members.

### 8.2.1. / The right of Premium Members to extraordinary termination

8.2.1.1. / If you qualify as a Premium Member, then you may terminate your Premium Membership by completing the "**Termination of the Service**" (available here: <https://www.punccs.com/upload/legal/cancellation.pdf>) form using extraordinary termination, if

8.2.1.1.1. / you do not agree to the contractual terms and conditions as amended and announced by us on the Website – provided that you have not yet used the Service in accordance with such amended contractual terms and conditions, or

8.2.1.1.2. / we have failed to provide you the Service for a minimum of 3 days due to causes within our control.

8.2.1.2. / In case you decide to use extraordinary termination, your Premium Membership shall cease with immediate effect. Any fees you have paid in advance – i.e. fees already debited to you – in reference to a subscription period that you are not going to make use of due to extraordinary termination will be refunded to you, and we shall bear any expenses incurred in connection with such a refunding of fees, if any.

8.2.1.3. / The legal consequences of the extraordinary termination of your Premium Membership as requested by you in accordance with Section 8.2.1 will be limited to those set out in Section 9.2. Should you wish to terminate your entire Membership by the same accord, you can do so after having terminated your Premium Membership by extraordinary termination, in accordance with the provisions of Section 8.1.1.

## 8.2.2. / The right of the Service Provider to extraordinary termination

### 8.2.2.1./ If

as a Premium Member you fail to meet any of your payment due dates, we may terminate your Premium Membership with immediate effect (by evoking the legal consequences set out in Section 9.2). Having your membership terminated under this clause will not make you exempt from payment of any fees which are due and payable at the time.

### 8.2.2.2. / If:

8.2.2.2.1 / you violate the terms and conditions of this Agreement or the provisions of any applicable laws, whether your breach of contract or violation of law is a singular or recurring breach; or

8.2.2.2.2./ you fail to provide enough information within 3 days of your receipt of our notification requesting additional information so we can verify the authenticity and/or validity of any piece of information that you disclosed, or you fail to remove any information violating our rights or the rights of other people, then we reserve the right to exercise any of our rights set out in Section 8.2.2.3 without any further notice, obligation on our part and without having to provide you with any other option for remedy.

### 8.2.2.3. / Should any of the scenarios outlined in Sections 8.2.2.1.3 and 8.2.2.2 take place in relation to you, then we shall be entitled to:

8.2.2.3.1. / terminate your Membership with immediate effect, meaning this Agreement and your registration, and to erase all personal information we hold about you from our systems;

8.2.2.3.2. / suspend and/or terminate with immediate effect without prior warning your access to the Service, and to erase content previously uploaded by you and/or

8.2.2.3.3. / declare any and all of your future payments immediately due and payable, giving us the right to collect such payments, as the case may be,

8.2.2.3.4. / without prejudice to exempting us from having to repay any monies to you. 8.2.2.3.5./ Extraordinary termination evoked in relation to Premium Members in accordance with Section 8.2.2.3 leads to the termination also of their Membership with immediate effect (and the legal consequences as per Section 9.1 take effect).

## 8.3. / Procedure for the erasure of your personal data

8.3.1. / In accordance with Section 14.9 you may at any time ask us to delete any personal data we hold about you from our systems. If:

8.3.1.1. / you are not a Premium Member, then your request of termination with immediate effect, which you have a right to initiate at any time in accordance with Section 8.1.1, will also lead to the concurrent erasure of any and all of your personal data held by us in our systems.

8.3.1.2. / you are a Premium Member, then you can at any time ask us to cancel your subscription and any subsequent renewal thereof, by completing the “**Membership Cancellation**” form, where your cancellation will not only terminate your Premium Membership but will also evoke the legal consequences set out in Section 9.1. You can request the erasure of your personal data at any time, without having to give a reason and without

limitation, within or outside your subscription period; however, we are not obliged to refund any fees we have already collected from you.

8.3.2. / In reference to Section 5.1, Premium Members may request to start proceedings for the erasure of their personal data within 1 day before the end of their current subscription period only in the event that they have already paid the subscription fee relating to the automatically renewed subscription period.

#### 8.4. / Right of termination

8.4.1. / As a Premium Member, you may withdraw from your Agreement within a period of 14 days without having to give a reason. If you have indicated that the execution of the contract should start before the end of the above cool-off period, you are still entitled to terminate your Agreement within 14 days without having to give a reason. However in this case you are obliged to pay us a proportionate amount of consideration for service delivery, to be calculated based on the number of days until the termination of the contract between us.

The end date of the cool-off period/termination cut-off date is the 14th day from contract signing.

To withdraw from your Agreement, you must send us a clear statement expressing your decision to withdraw from/terminate the Agreement (e.g. by post or by e-mail) at any of our contact details below:

Address: Ntice Kft.  
H-1135 Budapest, Reitter Ferenc utca 50.

Email: [info@puncs.com](mailto:info@puncs.com)

If you withdraw from the Agreement, the legal consequences set out in Section 9.1 shall immediately take effect. We will furthermore refund the fee you paid, immediately, but no later than within 14 days of your withdrawal from the Agreement. We will also bear any costs of refunding the fee.

8.4.2. / As Members who do not qualify as Premium Members use services free of charge, they are not entitled to exercise specific withdrawal rights. Without prejudice to the above, Members can exercise their right of termination in accordance with Section 8.1.1 at any time – also within 14 days from contract signing – without limitation, evoking the same legal consequences as those associated with withdrawal.

#### 9. / Legal Consequences of Terminating Membership and Subscription

9.1. / With the termination of Membership, your Data Sheet will be immediately erased and all of your membership rights arising from this Agreement will also cease with immediate effect.

9.2. / Upon the termination of their membership status, Premium members - depending on their chosen payment method - may have to separately request cancellation of our automatic subscription renewal service. On the 'Registration Deletion' page we explain in detail to all our Members the technical steps they need to take in order to terminate automatic renewal.

Therefore by accepting this Agreement you acknowledge that your failure to cancel automatic renewal entitles the Service Provider to debit you with the subscription fee of the next subscription period, depending on the payment method. Former Members are solely responsible for the consequences of failing to cancel automatic renewal, and we do not accept liability for such omissions by Members and we will not refund any monies in this regard.

9.3. / Upon termination of your Premium Membership, only your subscription and additional networking rights associated with Premium Membership are terminated (with the exception of cases regulated under Sections 8.2.2.3.5, 8.3.1.2 and 8.4.1, in which cases the legal consequences set out in Section 9.1 also take effect).

Former Premium Members who had only their Premium Membership terminated, are still classed as Members; i.e. they enjoy the rights and have to meet the obligations associated with Membership.

## 10. / Intellectual Property Rights and Confidentiality

10.1. / We are the sole and exclusive proprietors of all intellectual property rights in respect of the Service and the Website.

10.2. / By accepting the Agreement, you represent and warrant to us that the information on your Data Sheet was disclosed by yourself, and you are the sole author of the Data Sheet.

10.3. / You undertake to treat confidentially and you will refrain from using – other than for the purposes intended by the present Agreement – any information concerning the Service that has come to your attention or that may come to your attention, except for public information, or information the disclosure of which is required by law.

10.4. / We take every reasonable effort to keep your personal data, such as your surname, e-mail address and phone number secret, and we undertake not to disclose such information – except insofar that such information is public, or its disclosure is required by law.

10.5. / Trademarks, logos, graphic designs, photos, animations, videos and texts that appear on the [www.puncs.com](http://www.puncs.com) website are the intellectual property of Puncs.com, and they may not be reproduced, used, disclosed, circulated, be commercially bought and sold or displayed / exhibited without our express, prior written consent.

10.6. / All programs and any content and material featured therein (including brand and trade names) may be used strictly for the purposes defined by the present Agreement.

## 11. / Warranty

11.1. / We provide you with the Service in its currently existing form, and it is not guaranteed that the Service or any part thereof will meet your requirements, aims and/or your expectations. We merely provide the Service but have no leverage over its effective outcome, and so we do not accept responsibility for you not making contact with other Members during the term of your subscription.

11.2. / We do not offer a warranty in any way for information accessible through the Service.

11.3. / We do not offer a warranty for any errors encountered in the Service, its outcomes, accessibility and/or uninterrupted usage, when such errors are caused by the congestion of the telephone network or lines, online computer systems, servers or service providers, computer devices, software, e-mail or the Internet, or any malfunctioning of the former.

## 12. / Using the Service

12.1. / The Website is only a forum allowing Members to post information about themselves and allows you to make contact with other Members at your own discretion via the Service.

12.2. / You hereby represent and warrant that you are aware that information posted on other Members' Data Sheets is a mere reflection of how they would characterize themselves. We recommend you not to assume that information found on any Data Sheet is necessarily correct and accurate.

12.3. / We do not inspect every single Data Sheet in order to find out whether they are correct and not misleading. We do not claim or warrant that information found on Data Sheets is correct, and we do not accept any obligation to inspect any information on any Data Sheets.

12.4. / Before taking action based on any information found on a Data Sheet, or any information that has come to your attention in connection with using the Service, our advice is to make every effort – at your own cost – that you think is necessary to verify the authenticity and correctness of the information in question.

12.5. / If you make arrangements to meet anybody via the Service, you do so solely at your own risk. We recommend that you take every precaution that you think is necessary from the point of view of keeping yourself safe.

## 13. / Disclaimer

13.1. / We do not accept liability for any error in the Service that has been caused by you and/or other Members, or for errors which would not have occurred without a Member's contribution. In addition, we do not accept liability for the misuse of your personal details by any Members disclosed by you to such Members.

13.2. / We do not accept liability for the consequences of your failure to pay any monies in full – whether or not by bank transfer – by the due date.

13.3. / Should you encounter any error for which you hold us responsible, you must give us a reasonable chance to correct such error before you incur any costs and/or expenditure in connection with correcting the error yourself. Otherwise we cannot be held liable.

13.4. / We do not accept liability for claims arising from or in connection with using the Service or you having trusted information and/or other material that was accessible through the Service or that was delivered to you by other Members.

13.5. / As a result of using the Service other Users and/or unauthorised individuals (hackers) may gain access to and abuse information relating to your person. We do not accept liability for breaches committed by other Members or unauthorised users in connection with information and/or other material relating to your person that was previously made public by you or delivered by you to other Members through the Service.

13.6. / You are obliged to mitigate all damages, injuries, costs and expenses that you might incur based on the above provisions.

13.7. / If we are liable for any issues stemming from this Agreement, the damages we are to pay cannot exceed five times the amount that you paid for the Service during the term of this Agreement.

13.8. / The exclusions or limitations of our liability as set out in this Agreement do not cover instances of liability, when the power of law does not allow any exclusion or limitation of such liability.

13.9. / This Agreement cannot exclude or limit your rights granted by consumer protection legislation, the exclusion or limitation of which is prohibited.

13.10. / We do not accept liability for late Service performance and/or similar problems beyond our reasonable control, including but not limited to force majeure events, war, floods, outbreaks of fire, labour disputes, strikes, work stoppages, riots, civil unrest, deliberate causing of damage, explosions, government decrees and similar events.

13.11. / We do not accept liability for false statements made by Members. This is another reason why it is important that you take certain precautions before meeting another Member. We are in no way liable for meetings taking place between Puncs.com Members or in respect of meetings taking place between Members and non-members resulting from using the website and its services.

#### 14. / Use of Information, Data Management

14.1. / The Data Handler is ntice Kft. (registered seat: H-1135 Budapest, Reitter Ferenc utca 50.). We manage your data in the manner and in accordance with the terms and conditions defined in our Data Protection Regulation. You can access our Data Protection Regulation at any time on the following link: <https://www.puncs.com/en/privacy>. Please read our Data Protection Regulation before registering! As our Data Protection Regulation constitutes an inseparable annex to the present GTC, by completing your registration you represent and warrant that you accept the terms and conditions contained therein.

14.2. / Certain data and IP addresses of computers of Users visiting the Website are logged in order to keep a record of User visits. We use such data exclusively for generating statistics and they are not linked to other data. Some of our services install unique identifiers, so-called cookies on the users' PC for the purposes of data recording, user identification and making it easier for users to make subsequent visits. It is possible to set the browser used for Internet access to receive notifications whenever the Service Provider wants to install a cookie on the user's PC, so that they can reject cookies at any time. 14.2.1. / Cookies are text files stored temporarily in a computer's

memory ('session cookies') or on the hard drive ('persistent cookies'). We do not use cookies to develop programs or to spread viruses. On the contrary, the main purpose of using cookies is to work out custom tailored offers meeting Your specific needs, and to facilitate the most efficient use of the service.

14.2.2. / We deploy cookies also when the user accesses our services through an external advertising platform.

14.2.3. / We use persistent cookies to keep track of the clicks that users make, and to automatically differentiate when the user has already taken part in the same type of question round or has already seen an info appearance or advertising action posted on the website

– to prevent these from appearing again when the user is next visiting the same site.

14.2.4/ The advertisements of Ntice Kft. are displayed also by external service providers (for example Google). These external service providers use cookies to store information about the user's previous visits to various web locations of Ntice Kft. and they use this information to select advertisements that they think will be the most relevant to the

given user.

By visiting [http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp) you can reject the cookies of external service providers at any time.

14.3. / Your data will be registered with your completion of the registration data sheet. Before submitting your registration data, you have the chance to spot and to correct any data input errors. Confirmation of your registration offer and your activation code will be sent to your e-mail address in the form of a message, therefore please make sure your e-mail address is valid. Purpose of data management: to provide a dating service, to satisfy our related contractual rights and obligations, to generate website traffic statistics, to allow other users to find out as much about you as possible - in other words to ensure that service provision is as efficient as possible and meets the highest quality standards -, furthermore with your consent to use such data for marketing purposes, contact via phone or text messages, send newsletters, generate direct business leads, and - once again with your consent - to show your location to other users. We may send you system messages to your designated e-mail address in connection with the service. If on the registration page you have specifically agreed to receiving newsletters, then we may also send newsletters to your e-mail address in connection with promoting the product sales of our partners and to generate direct business leads for our partners.

14.4. / Newsletters may also include advertisements concerning the products and services of Ntice Kft. and its contractual partners. Should you wish to cancel these information bulletins, for further information please read the contents of Section 14.9.

If on the registration page you have provided your phone number, by ticking the box on the registration data sheet you may request Ntice Kft. to contact you by phone with service offers, advertisements, and to notify you if you are the winner of draws. By ticking this box you also give your voluntary consent to being contacted by phone in accordance with the current section.

You can at any time, free of charge and without limitation or without having to give any justification withdraw your consent to being contacted by phone or having your data used for marketing purposes or having your details forwarded by going to the [info@puncs.com](mailto:info@puncs.com) e-mail address, or by writing to Ntice Kft. H-1135 Budapest, Reitter Ferenc utca 50. As soon as you withdraw your consent to being contacted by phone, we will erase your phone number from our systems. In accordance to your request, we will not contact you by phone after receiving communication from you about the withdrawal of your consent, neither will we use your personal details for marketing purposes but will take steps to stop your data from being forwarded in future.

14.5. / Providing information during registration is always voluntary. At the same time, leaving so-called mandatory fields on the registration datasheet blank could result in failing to successfully complete your registration. Registration data will be held on the system until you request their erasure. Registration data can be modified on the Data Sheet any time. Please note that certain optional sections of the registration data sheet may contain sensitive information - if they are voluntarily filled out. In such cases, your acceptance of the present Registration Regulation is deemed to constitute the equivalent of a written statement, and as such it will be electronically

registered by us in a manner that allow subsequent retrieval. By completing the registration form you consent to having your personal data processed, including but not limited to your home address, age, marital status, nationality, smoking and drinking habits, religious and political affiliation, character, hobbies, nationality, areas of interest and behaviour. You also give your consent to having your Data Sheet uploaded on the Website.

14.6. / We take every precaution with regards to our databases to make sure that all your information is stored in a secure environment. Access to registered data sheets is restricted to Puncs's system managers, whereas certain publicly visible data are accessible to other users and visitors of the web portal.

We will never disclose personal data to third parties other than for the purposes defined in this Agreement. The above non-disclosure clause is not applicable to data transfers required by law, which can only take place in exceptional circumstances. Before satisfying any information request from a government authority we will verify for every single piece of data whether the request for disclosure and our obligation to oblige rest on solid legal foundations.

14.7. / By accepting this Agreement, you consent that we may process your voluntarily provided data and that we may use such data for our advertising activity in a data format as permitted by the relevant laws.

14.8. / Agreements are electronically filed, and during their term of validity they can be retrieved for reference. We will store your data at Invitel Távközlési Zrt.'s server rooms under 24/7 security surveillance, on the hard disk drives of our own dedicated server. Internal data breach is practically impossible and data are protected against external hacking by a sophisticated firewall. At the same time you should be aware that in the current technological environment data involved in data transmission and relay over the internet cannot be absolutely prevented from unauthorised access (e.g. hackers) even with the outmost of care, and therefore we do not accept liability in connection with such access incidents.

14.9. / The data referred to in Section 14.2. are automatically recorded, whereas in relation to other personal data more closely linked to your identity you can decide at your own discretion if you want to disclose these or not. Legal grounds for data management are created by obtaining the consent of the data subjects concerned. You are entitled to ask for information about how your personal data are managed. At your request, we shall provide information about what data relating to your person is managed by us, for what purpose and on what legal grounds, over what time period, the name and address (registered seat) of the Data Processor and what data management activities it is involved in, also who are receiving / have

received data and for what purpose. Information may be requested at [info@puncs.com](mailto:info@puncs.com) or under the 'Customer Service' menu point. You can correct your own personal information. You can do so on your personal Data Sheet after signing in. You are entitled to request the erasure of your data in the manner as described in Chapter 8.3, and to cancel specific services and newsletters by clicking on the 'Unsubscribe' link. From the moment of erasure, all data relating to your person will be irrevocably deleted. Other - non-mandatory - data entered on your personal Data Sheet can be erased by amending your personal Data Sheet, by deleting the data

to be erased from the relevant data fields.

14.10. / If you feel that we have violated your right to the protection of your personal data, you can lodge a claim with a civil court, or alternatively you can ask for the assistance of the Hungarian National Authority for Data Protection and Freedom of Information. Information about your further rights with respect to data management and your options to seek legal remedy, as well as detailed statutory provisions pertaining to the Data Controller's obligations are found in Act CXII of 2011 on the Right to Informational Self-Determination and the Freedom of Information.

14.11. / If you give permission to the Service Providers in the Application or on the Website to show your location, then by using this Service you are also consenting to us showing your current position to other users with a precision of maximum 200 meters. If you do not enable the 'show my location' functionality, then Service Providers will show your current position at random spots within your town/district, based on your publicly available home address information. Using the Service shall be construed as a consent to this condition.

14.12. / Data management  
registration number NTICE Kft.:  
NAIH-83283/2015.

#### 15. / Compensation

You undertake to compensate us for any damage, proceedings, lost profits, loss, incurred fees, expenses and costs (including increased administrative costs and legal fees on a full compensation basis), claim, lawsuit and any other damage and/or debt which has resulted from any use of the Service by yourself, from any information disclosure by yourself via the Service and/or other such material, from any contract breach, from any act causing damage, act of negligence and/or breach of a legal obligation towards us.

#### 16. / Court with jurisdiction and applicable law

The application and interpretation of this Agreement shall be governed by Hungarian law. By entering into this Agreement, the Parties stipulate the exclusive jurisdiction of the Central District Court of Buda, and that they will bring before that court any legal dispute which may arise between them in connection with the present Contractual Terms and Conditions, including without any limitation its validity, interpretation, performance, termination and any consequences of such termination.

#### 17. Dealing with complaints

If you have any complaints in connection with your purchase, as the case may be, you can notify us of your complaint at any of the contact details set out in this present GTC. Our Complaint Management service is always free of charge.

##### ***a.) Verbal complaint***

We will investigate your verbal complaints without delay and we will remedy them straight away to the extent possible. If you are unhappy with how we are dealing with your complaint or if it is not possible to remedy your complaint straight away,

then **we will minute your complaint**, consult you about its contents and seek your approval. You will receive the minutes in copy. As soon as we receive your complaint, we will investigate it and we will inform you in writing of our findings with justification within 30 days of the date of submission.

The above procedure is also applicable to complaints received by phone.

The minutes of your complaint will record the following details:

- a) your name;
- b) your home address and your mailing address, as necessary;
- c) the place, time and manner of receiving your complaint;
- d) detailed description of your complaint

### ***b.) Written complaint***

In case of a written complaint, we investigate it upon receipt and we inform the complainant in writing of our findings within 30 days of receiving communication about the complaint. If you request us to do so, we will also send electronic communication to the Service Provider about the outcome of the investigation.

We will investigate the complaint and reject or remedy it in accordance with effective laws and regulations.

In our response letter we explain the outcome of the full investigation of the complaint, describing any measures taken to remedy the complaint, and in case of a rejection describing reasons for the rejection. Any such communication will be complete with a clear, easy-to-understand justification, meaning that we will use simple language avoiding any unnecessary use of legal jargon. We are committed to providing meaningful answers in our response letter to all points raised under the complaint.

### ***c.) Book of Complaints***

We manage the following data in connection with our complaint management function

- Your name
- Your home address or mailing address
- Your phone number
- method of receiving notifications
- description of and reason for the complaint
- your requirements in connection with the complaint
- copies of documents in your possession and needed to substantiate the complaint
- any other information needed for investigating and addressing the complaint

During the complaint management process any data and information we receive from you will be handled in accordance with the provisions of Act CXII of 2011 on the Right to Self-Determination and the Freedom of Information.

Written complaints – including the minutes of in-person statements about your complaint – and any answers given in response will be archived for a period of five years. After the end of the archiving period any data carriers (documents) will be scrapped.

Any personal details recorded in the Book of Complaints will be used exclusively for

the purpose of registering and adjudicating complaints.

***d.) Legal remedy***

If your complaint is completely or partially rejected, or the above deadline set for investigating the complaint lapses without any result, then you can escalate the matter to the following authorities and bodies:

**Budapest Government Office**

**Műszaki, Engedélyezési és Fogyasztóvédelmi Főosztály, Fogyasztóvédelmi Osztály  
[Technical, Licensing, and Consumer Protection Directorate, Consumer Protection Department]**

Address: H-1052 Budapest, Városház u. 7.

Postal address: 1364 Budapest, Pf.: 144.

Phone: +36-1 450-2598

Email: fogyved\_kmf\_budapest@nfh.hu

**Budapesti Békéltető Testület [Budapest Conciliatory Body]**

Address: 1016 Budapest, Krisztina krt. 99.

Phone: (1) 488-2131

Fax: (1) 488-2186

Email: bekelto.testulet@bkik.hu;

***e.) Online dispute settlement platform***

Please note that in accordance with the provisions of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and Act CLV of 1997 on Consumer Protection (which also implements Directive 2013/11/EU), you can also submit your complaints directly at the following address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=HU>

The condition for reporting your complaint is that it should pertain to a service that you received from us in return for a fee and not free of charge.

You also have to be an EU citizen living in the European Union who is using our services from outside of Hungary.

The online dispute settlement platform has to be used for services that you initiated from within the European Union.

The European Union will forward your complaint to the online dispute resolution contact point in Hungary.

**18. / Miscellaneous**

18.1. / This Agreement is executed strictly between us and yourself, the acquisition of any rights by third parties under this Agreement is prohibited, so third parties cannot force performance of the Agreement. With the creation of the Agreement, any rights of third parties for the performance of this Agreement shall cease to exist, even if they have the consent of the aforementioned third person.

18.2. / You cannot assign to a third party the Agreement or any of your rights pertaining to the Service. At the same time, we are entitled to assign any of our

rights and obligations pertaining to the Service and arising from or in connection with the present Agreement. If, by our choice, our rights become assigned to a third party, we will be freed from all responsibility arising from the present Agreement.

18.3. / Should you find that any content found on the website violates your intellectual property rights, then you can alert us to the existence of a legal breach by sending us your declaration executed either as a public document or as a private document with full probative power, and request us to remove any content violating your rights. Such notification must state the nature of the violation together with an overview of any facts supporting that a legal breach is likely to have taken place, any information needed to identify the illegal information/content, your name, home address or registered seat, your phone number and e-mail address.

18.4. / Our failure to take immediate action against any behaviour on your part which constitutes a breach of contract does not amount to our approval of such breach and cannot be construed as grounds for committing other further breaches of contract.

18.5. / This document contains the entirety of the agreement between us and yourself, as the Parties. Should a competent authority declare any provision of this Agreement null and void partially or in its entirety, then any surviving part of that provision and the rest of the Agreement stay effective and valid without prejudice to the former.

18.6. / Should you have comments about the Service or suggestions for improving the Service which you would like to share with us, you are welcome to e-mail these to our contact e-mail address shown under Customer Service. Please note that by doing so you are authorizing us and through us certain third parties to use your ideas or comments without further compensation, free of charge, without limitation to geographical area, time or the manner and extent of use, in an unchanged or revised format, and to incorporate these into the Service, without consideration of the unique or original nature of your ideas.

18.7. To find out about contacting our Customer Service by phone and their business hours, as well as to send an e-mail, you first need to sign in to the Service, then click on the 'Customer Service' link in the footnote pane to view the necessary information.

18.8. Please direct any observations and complaints concerning data management to the Hungarian National Authority for Data Protection and the Freedom of Information (H-1125 Budapest, Szilágyi Erzsébet fasor 22/c).

You can download these contractual conditions in pdf format here:

<https://www.puncs.com/en/terms>

You can write to us at the following mailing address (this is also the address where you can notify us of any complaints you may have concerning this Agreement):

Ntice Kft.

H-1135 Budapest, Reitter Ferenc utca 50.

Email: [info@puncs.com](mailto:info@puncs.com)