

# Telekom Spots - Terms of Use

## I. Service provider data

Magyar Telekom Plc.

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Customer support interface (FAQ): <https://telekomspots.hu/en/faq>

## II. Content of the terms of use

1. The present Terms of Use (hereinafter referred to as the "Terms of Use") contain the terms and conditions of use of the information society services (hereinafter referred to as the "Service") available on the <https://telekomspots.hu> website (hereinafter referred to as the "Website") and on the Telekom Spots mobile applications (hereinafter referred to as the "Application", hereinafter referred to as the "Website and the Application" together as the "Portal") operated by UNIFLEX Kft., for the user (hereinafter referred to as the "User").

2. If the User starts using any element of the Service, he/she simultaneously accepts the provisions of these Terms of Use. In any case, the current version of the Terms of Use is available on the Portal.

3. The Service is available free of charge, except for service elements that can be ordered with a separate additional subscription.

4. A non-registered visitor as a User is subject to the provisions of the Terms of Use to the extent that any of his/her activities on the Service are covered by these Terms of Use. Without registration, one may only use certain elements of the Service as described below.

5. By registering, the User accepts the Terms of Use, the fact of which is recorded (logged) by the Service Provider. All documents referred to in the Terms of Use, including the Privacy Policy, are part of the Terms of Use.

6. For more details about the Service, how to turn on, turn off and use certain features, please refer to the FAQ menu point accessible via the footer of the Website, with answers to frequently asked questions (FAQs). The information in the FAQ section does not form part of the Terms of Use.

**7. The Service Provider shall indicate those provisions in these Terms of Use which substantially differ from the legal regulations or from the usual contractual practice, or which differ from the terms previously applied between the parties, or to which the Service Provider wishes to draw the attention of the Users in advance and expressly, in bold, highlighted letters, thus informing the**

**Users specifically. By using the Service provided by the Service Provider and by registering, Users expressly accept the provisions of these Terms of Use, including the provisions in bold, highlighted and possibly deviating from the law.**

8. Any website/application (e.g. Facebook.com) other than the Telekom Spots Portal shall be subject to the terms and conditions published within the framework of that website/application regarding the services related to the Portal.

### **III. Key features and elements of the Service**

1. **The aim of the Service as a programme referral guide is to facilitate users looking for programme suggestions and events with its continuously developing, up-to-date online toolkit. The clean, transparent Portal allows browsing, with recommending related events, incorporating various genre, regional and date-based filters. Telekom Spots' focus goes beyond music to include theatre, dance, exhibitions, gastronomic and fashion events, fairs, shows, workshops and anything in their intersections. The Portal will also feature curators known from the creative scene in the capital, who will provide featured recommendations, and users will also be able to upload their events, which will be subject to editorial judging before being published on the site, and may receive different visual highlights on the homepage - resulting in a colorful and diverse referral system that will cover a wide range of tastes and preferences.**

2. The Service is about provisioning information society services in accordance with the provisions of Act CVIII of 2001 on Electronic Commerce Services (hereinafter: Ektv. the "Act on Electronic Commerce Services"), and enabling access to or availability of copyrighted content (e.g. music content shared on Youtube, Spotify) in certain parts of the Service by the Service Provider or third parties designated by the Service Provider. The Service Provider is not obliged to check the programme offers advertised within the framework of the Service or the veracity of the information made available by Users. The Service Provider shall not search for facts or circumstances that may indicate that unlawful activities are being carried out.

3. The Service operates as a website and also as a mobile app with partially different functionality (notification channel: push notification, email) and content. Users can register over both Portals, search for programme proposals, log in as registered User, save programme offers, edit their professional profile, make themselves available in the database of performers, promoters or event venues. The programme proposals, performers, promoters and venues and thus the saved contents are the same on the Portals.

4. In order to use and access the Website, the User must have a hardware device (e.g. computer, tablet, mobile phone) running internet browsing software and internet access (internet access is required to use the service, therefore its use generates data traffic). The Website can be used in all current browsers (supported by the manufacturer with updates) that is up-to-date (updated by the User). The latest stable versions of Chrome, Firefox, Safari and Edge browsers are supported. Minimum browser versions still supported are Chrome 64+, Edge 79+, Firefox 67+, Safari 12+. The Application is available for download in the Google Play and Apple Store app stores. For the Application to run and function properly, the latest IOS/Android operating system must be installed on the mobile device.

The Service Provider has taken and maintains the necessary security measures in connection with the operation of the servers and other equipment (including the infrastructure providing the network connection) necessary for the operation of the Portal.

## **IV. The registration**

1. Certain elements of the Service are only available upon registration (by creating a user account). Only natural persons over the age of 16 are eligible to register. In the case of registration on behalf of a legal entity or on behalf of an organization without legal personality, the Service Provider does not verify the right of representation of the natural person registering.

1.1 Registration starts by filling in the registration page with real data, correctly and completely. If the User fails to provide data, or provides data in an incorrect format, or provides an e-mail address with which a registration already exists, the registration will fail until the data form on the registration page is complete and full or different compared to an e-mail address for an existing registration. The registration is subject to the confirmation that the User is aware of the contents of the Terms of Use and the Privacy Policy, accepts them and gives the necessary consents. The data required for registration can be modified prior to registration before clicking on the "Register" button.

1.2 Registration can be initiated by expressly accepting the Terms of Use and the Privacy Policy, and by using certain Services that require registration (e.g.: saving a search). The data provided at the time of registration can be modified in the User's profile after registration. The Service Provider will send an automatic e-mail upon registration, which will complete the acceptance process of the Terms of Use.

1.3 The User can authenticate his/her registration by clicking on the link in the confirmation sent by the Service Provider to the e-mail address provided in the registration form or by other means specified by the Service Provider (trusted source). The registration process is completed by clicking on the link in the e-mail sent to the e-mail address provided or by other means specified by the Service Provider. Authentication is possible up to 14 calendar days (336 hours) after sending the registration form. In the absence of authentication, the registration and therefore the User's personal data will be automatically deleted after 15 days.

1.4. The User designated as trusted source shall provide the Service Provider with additional terms and conditions (Additional Terms), which regulate requirements beyond the present Terms of Use, in addition to the data required for registration.

1.5 Trusted Source may be any User who, by virtue of his or her activity, the nature, purpose or operation of the Service, the services or goods provided or sold by him or her, facilitates/promotes the provision of the Service and the operation of the Portal, and which broadens the scope of the Contents available on the Portal.

1.6 The Service Provider shall separately mark the Users designated as trusted sources and thus the Contents uploaded by them. The User identified as a trusted source accepts the Additional Terms and Conditions governing trusted sources, which entitle the User to use the distinct "trusted source" mark.

2. The User Account created by registration is used to record the User's program offer preferences, the User's usage actions, to send reminders and notifications set by the User and to access the registration-related functions of the Portal. It is the full and sole responsibility of the given Users to maintain the confidentiality of the individual User passwords and accounts. The User is also fully responsible for all activities carried out in connection with his/her account. The User shall immediately inform the Service Provider of any unauthorized use of his/her account or any other act that may compromise the security of the Portal or the data security.

3. It is not possible to unsubscribe from system messages closely related to the Services, related to the registration or its termination, or related to the operation of the Service (including, in particular, regarding its use, changes in content/form, changes by the user, maintenance, incidents). The Service Provider will send system messages to the Users' e-mail address or, if the User has installed the Application, to his/her telephone device in the form of a push notification, according to his/her notification preferences, as part of the Service performance.

4. The User acknowledges that in the event of a breach of the Terms of Use, his/her registration and personal data related thereto may be deleted. The Service Provider shall not be liable for any damages that may result from the deletion of the User's profile/account due to the User's conduct in violation of these Terms of Use or any violation of law.

5. By registering and by maintaining the registration, the User commits itself that the data, information and photos provided or stored by him/her in his/her profile do not violate the rights or legitimate interests of the Service Provider or third parties, and contain only and exclusively truthful information and data.

6. The User agrees to use the Service for its intended purpose, not to upload any false information or false program proposal or event, *not to post/attach* or make available any User Content that does not fit the profile of the Site.

7. The User may cancel his/her registration at any time without giving any reason. In addition, the registration will be terminated upon the cancellation of the registration by the Service Provider, upon the discontinuation of the Service, and after 365 days (1 year) from the last activity of the User (e.g. last use of the Portal, last viewing or clicking on an event subpage).

## **V. Details of the service**

1. Browse programme offers, events, venues, performers

Both unregistered and registered Users can browse and search for programme offers, events, venues and performers published on the Portal according to various criteria. The order and visual display of events is influenced by their date, and, judged at the discretion of the Service Provider's editors, the Contents may also be visually highlighted in the header on the home page, in the section featured events, event listings.

## 2. List of viewed programmes, events, venues, performers

On the events, artists and venues list page, the registered User can view the list of previously viewed event, performer and venue subpages visited in the logged-in state both on the Website and in the mobile application.

## 3. Saved contents

When using the Saved Contents service, the registered User can browse through previously saved events, performers and venues collected among the saved contents, making it easier to browse through them later.

## 4. Saved searches

By means of the Saved Searches service, the registered User can save the criteria compiled during a detailed search under a name of their choice on the Website and in the mobile application, so that they can access and run the search criteria at the click of a button while using the Service. Saving is possible via the button at the bottom of the results list.

## 5. Notifications depending on User settings

Registered Users can subscribe to receive notifications. Users can create a proper personalized notification according to their preferences by clicking on the "Create notification" button on the Website, by clicking on the "Set up new notification" button in the "Notifications" menu when logged in, or by clicking on the "Notifications" tab in the "Application". The notification can be an email or a push message sent to their mobile device, depending on the User setting. The programme recommendations corresponding to the narrowing parameters will be automatically sent to the e-mail address provided at registration and/or in a push message, according to the User's reading habits. The User can review, modify, delete his/her saved notifications and set up new notification. The User acknowledges that the notifications are automatically generated according to the criteria set by him/her and that the programme proposals contained therein are subject to the rules applicable to the programme proposals published on the Portal. The Service Provider may also send the notification with targeted content based on the data provided by the User and the conclusions that can be drawn from the User's activity on the Portal.

## 6. Electronic advertising and marketing messages

During the registration and use of certain Services, the User may consent to the sending of electronic advertising and marketing messages to his/her provided e-mail address and mobile device, by the Service Provider. The electronic advertising and marketing messages may include the Service Provider's own offers; a description of the Service Provider's present Services and other services, events, contests related to the program proposals; a warning about the Service started but not completed; questionnaires for statistical data collection to be processed anonymously; questionnaires measuring satisfaction with the Service. The User may opt-out of receiving electronic advertising and marketing messages at any time by following the link in the messages. The deactivation of the receipt of electronic advertising and marketing messages shall take effect no later than 72 hours after the settings have been saved and the unsubscribe link has been clicked.

## **VI. Possible infringements and their consequences during use of the Service**

1. It is prohibited using any system or solution that is intended to, enables or may result in the use of the Service in a manner not expressly permitted by these Terms of Use (e.g. by publishing content that is offensive, discriminatory, or in violation of equal treatment or protected characteristics, or that is harmful or injurious to any user of the Site), or that may damage, interfere with or disrupt the operation of the tools used to operate the Service, or that otherwise endangers the proper functioning of the Service.

2. Within the framework of or in connection with the Service, it is prohibited, inter alia:

a) sharing or otherwise making available copyrighted works, unless the User makes available his/her own work or the terms of these Terms of Use are otherwise met;

b) sharing or otherwise making available statements that are untrue, misleading or misrepresentative of the true facts, that violate the privacy or other rights of others or other contents that may potentially violate the rights of third parties or of the Service Provider;

(c) sharing or otherwise making available advertising, commercial communications, sponsored content;

(d) sharing or otherwise making available data or trade secrets obtained without authorization and in a manner prohibited by the Act on the Prohibition of Unfair Market Practices and Restriction of Competition.

3. The User shall ensure that the Contents uploaded by him or her does not constitute a legal or other impediment to their publication on the Portal and that the publication does not infringe the rights of the author or any third party. In the case of embedded or framed Contents (e.g. YouTube, Spotify, Soundcloud), the User shall bear all liability for any claims for breach of any access restrictions (geoblocking, channel restrictions or paywall) that may apply to the Content.

4. The Service and all content available on the Portal is protected by copyright. All copyrights and rights for the protection of the producer of the database in respect of the content made available by the Service Provider are vested in the Service Provider and may not be used or exploited in any form other than for reading, displaying on a screen and the temporary reproduction necessary for this purpose, nor beyond free

use for personal purposes, without the direct or indirect purpose of obtaining income, without the prior written permission of the Service Provider.

5. The Service may only be used within the limits of the applicable legislation, without violation to the rights of third parties and of the Service Provider, and in compliance with these Terms of Use. The User shall be responsible for all his/her activities carried out in connection with the Service.

6. If the Service Provider becomes aware that there is unlawful information within the Service, it shall act in accordance with the applicable legal requirements with regard to the removal of the information or termination of access, including in particular the deletion of User Contents without prior notice. If a User uses the Service in violation of the provisions of these Terms of Use, or in violation of the law, or otherwise misuses the Service, the Service Provider shall be entitled to suspend or terminate the User's access rights (in the case of a published programme offer, to terminate or delete the availability of the event, to delete the uploaded User Content), even without prior notice. These measures may also be applied against the User in the case of logging in under a different name or misusing others' data.

7. The Service Provider shall have the right to unilaterally judge whether any User Content violates the provisions of these Terms of Use.

8. The Service Provider reserves the right to moderate the event advertisements and the content of the performers', organizers', venues' sub-pages and User Contents appearing on the Portal at any time, and if it detects circumstances that violate the provisions of the Terms of Use, it may propose amendments or even modify or delete the objectionable content without prior notice to the User. If the User does not accept the proposed modification or does not react to it within the deadline (3 working days), the Service Provider shall delete the content objected to. The User acknowledges that the User Contents published by him/her will appear on the Site after review and verification by the Service Provider and declares that he/she is aware that the User Contents published on the Site may include moderated User Contents modified by the Service Provider.

9. A link to the Portal (or any of its elements), i.e. a hyperlink, may only be placed in the following manner, unless prior written permission has been granted by the Service Provider: 'Source: Telekom Spots [www.telekomspots.hu](http://www.telekomspots.hu), direct (deep) link to subpage'

## 5. Notifications depending on User settings

Registered Users can subscribe to receive notifications. Users can create a proper personalized notification according to their preferences by clicking on the "Create notification" button on the Website, by clicking on the "Set up new notification" button in the "Notifications" menu when logged in, or by clicking on the "Notifications" tab in the "Application". The notification can be an email or a push message sent to their mobile device, depending on the User setting. The programme recommendations corresponding to the narrowing parameters will be automatically sent to the e-mail

address provided at registration and/or in a push message, according to the User's reading habits. The User can review, modify, delete his/her saved notifications and set up new notification. The User acknowledges that the notifications are automatically generated according to the criteria set by him/her and that the programme proposals contained therein are subject to the rules applicable to the programme proposals published on the Portal. The Service Provider may also send the notification with targeted content based on the data provided by the User and the conclusions that can be drawn from the User's activity on the Portal.

## VII. Responsibility

1. The Service is provided by the Service Provider "AS IS".
2. The Service Provider shall ensure the proper location and physical protection of the servers and other devices necessary for the operation of the Service and shall ensure the protection of the stored data by means of the it's available IT tools, which shall be regularly maintained and updated. The Service Provider shall not be liable for errors and their consequences due to causes beyond its control, such as technical failures or outages in the Internet network, technical downtimes or interruptions of any kind, behaviors that compromise the security of information systems, or destructive applications or programs installed by others (e.g. viruses or hacker activities).
3. The Service Provider is entitled to pause/suspend the Service for the purpose of maintenance, malfunctions and their elimination, due to the occurrence of an external cause beyond its control and for its elimination, or on the basis of the order of a body authorized by law, during which the Service is unavailable, which the User acknowledges and accepts. Maintenance may be planned or emergency, of which the Service Provider will provide information on the Portal.
4. The Service Provider reserves the right to place advertisements, presentations of its services or other content on any element of the Service. Content marked with an (x) sign/"Advertisement"/"Sponsored Content"/"Advertisement" on the Portal shall be considered as commercial advertising.
5. **The Service Provider is not responsible for the effectiveness of the User's search for events, the existence and timeliness of the events advertised, the accuracy of the information contained therein, the conduct of the event organizers during the event, the User's conduct resulting from the data (e.g. event location, programme breakdown) presented during the use of the Service and the consequences thereof.** However, the Service Provider will do its utmost to ensure that only real events are published on the Portal. The advertiser shall be responsible for the truthfulness of the advertisement and its compliance with the law, in particular with the principle of equal treatment.
6. The Service Provider shall not be liable for any incompleteness of the data provided during registration or use of the Service (e.g. when subscribing to notifications) or for any consequences resulting from incorrectly provided data. **The User is solely responsible for the truthfulness, accuracy of the personal data, correctness of the wording and completeness of the details. In the case of registration of a User who is not a natural person, the person who carries out the registration process**



**shall be solely responsible for the data provided by him/her, further the Service Provider excludes its liability for any claims arising from false representation.**

7. The Portal also contains links to websites operated by third parties. If the Service Provider becomes aware that the linked site or the linking violates the rights of third parties or the applicable legislation, the link will be immediately removed from the Portal. In addition, the Service Provider shall not be responsible for and does not control the content of the links it uses or the websites that can be accessed through them, **in particular for the content of performer's, venue's and promoter's social and music websites and ticket purchasing platforms.**

8. In case of violation of the Terms of Use, illegal or unfair use of the Service, the Service Provider may terminate or restrict the use of the Service (the Contract), and may refuse to enter into future contracts with the User. The Service Provider shall not be liable for any damages that may arise if the Service Provider deletes the User's profile/account/terminates the Contract due to the User's conduct in violation of the Terms of Use or in violation of the law.

9. For the use of the Service solely the given User is responsible. The Service Provider disclaims its liability for any damages that may result from the deletion or modification of User Content due to the User's unlawful conduct, the Service Provider's own decision based on the Terms of Use or the decision of an authority or court. The Service Provider disclaims any liability in respect of User Content removed from the Portal or any objectionable content. The Service Provider expressly disclaims any liability for any claims arising from any error or anomaly in the operation of the Service, unless the exclusion or limitation of liability is not permitted by Hungarian law.

#### 10. Liability for damages

**The User shall compensate the Service Provider and/or any third party concerned for any damage, material damage and costs incurred to them due to or in connection with the User's breach of the Terms of Use, the Contract or the User's violation of applicable law or the User's violation of any third party rights.**

If any claim or proceeding is brought against the Service Provider by any third party or any authority or court as a result of or in connection with the User's conduct, the User shall directly compensate the Service Provider for any damage, material damage and costs suffered by the Service Provider as a result of or in connection with any unlawful conduct of the User. The User's liability for any infringement committed in connection with the use of the Service shall continue after the termination of the registration, until the statute of limitations for the criminal offence/claim for damages has expired. Claims for damages against the Service Provider may be filed at the address of the registered office of the Service Provider or via the Customer Service and may be enforced before a court.

11. The Service Provider is liable for any fault related to the Service if the fault occurs or becomes apparent during the period of existing registration. The Service Provider bears the burden of proving that the service affected by the fault discovered during the contractual period was in conformity with the contract during the period of contractual performance of the service. The Service Provider shall not be deemed to have failed to perform if it proves that the User's digital environment is incompatible with the technical requirements of the Service (of which the Service Provider has informed the User in section III). The User shall cooperate with the Service Provider in order to enable the Service Provider to ascertain, using the means available to it from a

technical point of view and requiring the least intervention on the part of the User, that the cause of the fault is the User's digital environment. If the User fails to comply with this obligation to cooperate, the burden of proving that the service affected by the fault detected during the contractual period was not in conformity with the contract during the period of contractual performance of the service shall be on the User.

## **VIII. Termination and amendment of the Terms of Use**

1. The Terms of Use shall terminate upon cancellation of the User's registration; in which case these Terms of Use shall terminate immediately and automatically.

2. Ways of cancellation (withdrawal, termination) of registration:

a) The User may cancel his/her registration on the Website at any time without giving any reason, by logging into his/her account.

b) The User may request the Service Provider to cancel his/her registration at any time without giving any reason, by sending an e-mail from the e-mail address provided at the time of registration. The request for cancellation may be submitted as a free-form, clearly worded request (disclaimer). The registration will be cancelled at the latest on the working day following the processing of the electronic mail. Once the electronic mail has been sent, it may take up to 30 days to be processed, depending on the volume of customer service mails.

c) If the User violates the conditions of these Terms of Use, the Service Provider may cancel the User's registration.

(d) The User uses the Portal or the Service for any unlawful or unfair purpose; or uses the Service in a way that infringes or may infringe the rights or legitimate interests of any third party; or uses any application or program that could modify the Portal or otherwise interfere with the proper working of the Service; uses or is suspected of using a system or solution that is intended to, enables or results in the use of the Service in a manner that is unlawful or in bringing down the servers used to operate the Portal; or

e) The Service Provider shall delete the User's registration and personal data in accordance with the provisions of the Privacy Policy after 365 days (1 year) from the last activity of the User (e.g. last use of the Portal, last viewing of a notification or last interaction on the Portal, such as a click) (termination of the Terms of Use). Before the termination of the registration, the Service Provider shall send a notice of termination as warning.

3. The User may terminate the contract without notice to the Service Provider if a) the Service Provider has not accepted to provide the Service or it is obvious from the circumstances that the Service Provider will not provide the Service; or b) it is obvious from the agreement of the parties or the circumstances of the conclusion of the contract that it is essential for the User that the Service is provided within the specified time and the Service Provider fails to do so. In the event of termination of the contract, the User shall refrain from using the Service and from making it available to third parties. **The User may terminate the Contract at any time without giving any reason and without any costs and may delete his/her registration account.** The cancellation of the registration can be exercised in the manner specified in Section IV and in the Privacy Policy by starting from the User's account or by sending a request to [hello@telekomspots.hu](mailto:hello@telekomspots.hu). In the event of termination of the Contract, the Service

Provider shall make the elements of the Service accessible to the User through registration inaccessible to the User.

4. The Service Provider reserves the right to modify or terminate the Service in its entirety at any time without prior notice, in which case these Terms of Use will be automatically modified or terminated.

5. The Service Provider reserves the right to make any changes or improvements to the Service, the conditions of use of the Services (Terms of Use) and to transfer the Service to another domain name, rename or terminate the Service or certain parts thereof at any time, subject to prior notice. The User expressly acknowledges and accepts that the Service Provider is entitled to make changes to the content of the Service. In particular, the Service Provider shall be entitled to make changes in the event of changes in the legal environment, the introduction or phasing out of new service elements or in order to ensure the quality of existing services, to ensure the quality of the database or if justified by a material change in economic, technical or other circumstances.

6. The Service Provider shall inform the registered Users of the modification on the Portal and by e-mail in a reasonable time. The Service Provider's obligation to inform shall be deemed fulfilled if the notifications are sent to the User's registered e-mail address, regardless of whether the User no longer uses the e-mail address, or it is otherwise unavailable.

7. If the User does not wish to continue using the Service under the amended Terms of Use, he/she has the right to terminate his/her registration and thus the Contract, before (and at any time after) the amendment comes into force. If the User does not terminate the Contract (does not cancel his/her registration) before the amendment enters into force, the User shall be deemed to have accepted the amendment.

## **IX. Other provisions**

1. The processing of Users' personal data is governed by the Privacy Policy.

2. The Terms of Use shall be governed by Hungarian law, and the Hungarian courts shall have exclusive jurisdiction to settle any disputes arising.

Budapest, 01. 2023.

Community directives