

General Terms and Conditions
of the WEBSITE OF CONVENTION BUDAPEST KFT.

1. Purpose of the General Terms and Conditions

- 1.1 These General Terms and Conditions ("GTC") contain the rules of registration at the website www.convention.hu operated by **Convention Budapest Kft.** (registered seat: 1036 Budapest, Lajos utca 66. Building A, Floor 4; company registration number: 01-09-560783, registered by the Company Registry Court of Budapest - Capital Regional Court, tax number: 12164435-2-41, hereinafter: "**Service Provider**"), as well as the rules of contract conclusion in relation to professional conferences and other events organised by Service Provider in its technical capacity, in addition to the rules related to auxiliary services, the details of contract implementation and the rights of the respective parties.
- 1.2 The GTC set out these rules for the purpose of concluding multiple contracts with any absent parties unilaterally in advance, without involving such parties, and without discussing such terms individually. If you would like to participate in any conference / event (hereinafter: "**Events**") organised by Service Provider acting as technical agent, or if you wish to send an abstract to Service Provider or would like to be an active user of the website www.convention.hu, please read the present GTC carefully and only use our services if you agree with, and consider binding every item specified herein. By using or viewing the website www.convention.hu, including such activity performed without registration, you specifically agree and accept that in using the website www.convention.hu the provisions of these GTC shall apply.
- 1.3 The General Terms and Conditions constitute an electronic document drawn up in Hungarian language without reference to any code of conduct related to the resulting legal relationships or activities of the Service Provider.
- 1.4 The website www.convention.hu may be used by any natural person of full age having full legal capacity, or any legal entity.
- 1.5 **Pursuant to Section 6:78 Subsection (3) of Act V of 2013 on the Civil Code, any provision of the GTC departing from the usual contractual practice applied so far shall be highlighted in italics, thus emphasized specifically. Please note that by concluding a contract for any service supplied by Service Provider you expressly accept these terms and conditions.**

2. Data of Service Provider

Name of company:	Convention Budapest Kft.
Registered office (mailing address):	1143 Budapest, Besnyői utca 13. , Floor 1;
Court of registration:	Company Registry Court of Budapest - Capital Regional Court
Company registration number:	01-09-560783
Tax number:	12164435-2-42
Customer service telephone number:	061 299-0184
Customer service email address:	convention@convention.hu
Language of contract:	Hungarian
Processing of orders:	manual processing on workdays between 8.00 - 16.00 hours; automated processing on a 24/7 basis, except for any scheduled or unscheduled downtime

Details of hosting service provider:

Name of company: Brainstorming Design Bt.
Registered office (mailing address): H-1154 Budapest, Damjanich János utca 92.
Customer service telephone number: +36 20 241 7126
Customer service email address: info@brainstorming.hu

3. Registration at the Website

3.1 *In order to use any service supplied by the Service Provider, particularly to apply for Events or to send abstracts, you will be required to register at the website www.convention.hu (hereinafter: the “**Website**”). By registering at the Website you will become a partner of Service Provider (hereinafter: “**Partner**”). The registration process is described in detail under “Registration” at the Website. Registration at the Website will be required once, upon which you will be able to login at any time using your unique username and password.*

4. Sending abstracts

4.1 *Abstracts constituting a summary of specialist lectures of Events (hereinafter: “**Abstract**”) organised by Service Provider in its capacity as technical agent can only be sent by Partners. The Abstracts can be uploaded to a designated platform available at the Website. The Service Provider shall not be obliged to retain any Abstracts.*

4.2 *The Partner warrants that the Abstract submitted by him does not violate any third party rights, and the contents thereof are not against any laws. Furthermore, the Partner agrees not to file any claim against Service Provider in relation to any Abstracts submitted by others.*

4.3 *The Partner, without receiving any payment, agrees for Service Provider to dispatch any Abstract submitted by him/her in relation to a specific Event to a designated board for assessment, as well as to publish such Abstract in the programme booklet of the particular Event and to upload it to the Website or other professional websites making it available to the registered users thereof, and also to transfer such Abstract to professional journals in order to be published in a printed form. Should it be required, the Partner agrees to sign a separate written utilization agreement with Service Provider as regards the above.*

4.4 *Moreover, the Partner agrees to accept the relevant decision of the board designated to evaluate any Abstracts received in relation to an Event and, in particular, not to raise any claim or objection against Service Provider with regard to such decision.*

5. Application to participate in Events

5.1 *Application to participate in an Event organised by Service Provider as a technical agent can only be submitted by Partners in the capacity of lecturer or attendee. Applications can be submitted using the “Registration” menu item available at the Website. Service Provider shall use unique application forms (hereinafter: “**Event Application Form**”) customised for the specific Event or the purpose of application (lecturer or attendee), that can differ from time to time. The Event Application Forms can be*

- *filled in and submitted by Partners via the designated online platform available at the Website, or*
- *downloaded, filled in and dispatched via email or mail.*

5.2 *The Event Application Forms must be fully completed by the Partners.*

6. Legal relationship between Service Provider and Partner

- 6.1 By submitting an Event Application Form, the Partner agrees to comply with the contents set out in the GTC and the specific Event Application Form, in which case these GTC should be interpreted and applied jointly with the contents established therein. In case of any discrepancy or inconsistency the contents of the specific Event Application Form shall apply.
- 6.2 Service Provider shall not be obliged to accept any Event Application Forms submitted by a Partner. If an Event Application Form is accepted, a relevant confirmation (hereinafter: “**Confirmation**”) shall be dispatched by email, or by any other means preferred by Service Provider.
- 6.3 An agreement between the Partner and Service Provider for a specific Event shall be established via Confirmation, upon which the Partner shall be deemed to be a participant of the specific Event (hereinafter: “**Participant**”).
- 6.4 Subject to Confirmation, a Participant shall be entitled to take part in a specific Event as a lecturer or attendee, and shall have the right to use other services supplied by Service Provider at the Event or in relation thereof, on condition that any fees and costs of the specific Event and/or other related service (hereinafter: “**Event Related Fees**”) have been fully paid by Participant in a contractual manner. Any agreement established by the Parties in relation to a specific Event shall be effective until the end (conclusion) thereof (i.e. for a definite period).
- 6.5 *In view of the provisions set out in Section 14 Subsection (2)-(3) of Act XCVIII of 2006 as well as the fact that the Events organised by Service Provider are uniquely designed to a professional audience and generally award so called credit points as well, attendance shall be exclusively limited to professionals engaged in healthcare, pharmaceutical care or medical equipment supply, with no other individuals permitted. Accordingly, the individual agreements established between the Service Provider and Participant based on the relevant Event Application Form shall not be deemed to be consumer agreements, and in particular shall not be governed by Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts between consumers and companies.*
- 6.6 *Service Provider and the Participant, in its capacity as a user not deemed to be a consumer mutually agree that the present GTC shall depart from the provisions stipulated in Section 5 Subsection (2) and Section 6 Subsection (1)-(2) of Act CVIII of 2001 on certain issues of electronic commerce services and information society services, and therefore the provisions set out therein shall not apply.*
- 6.7 *By attending an Event, the Participant consents to any photographic or video record made of him that can be used by Service Provider, without any payment made in exchange, in order to record the specific Event, or to be used and published for future reference of such Events via the Website.*

7. Fees

- 7.1 Any fees and costs of a specific Event and/or other related service (hereinafter: “**Event Related Fees**”) shall include VAT (27%), and in certain cases so called external services for resale as well. Service Provider reserves the right to unilaterally change any Event Related Fees as well as the applied exchange rate at any time.
- 7.2 Any Fees shall be payable in HUF or EUR. In case of any payment made from a bank account denominated in a different currency, the relevant account shall be debited by an amount equivalent to the payable HUF charge. The up-to-date exchange rate can be accessed at the Website.

8. Terms of payment

- 8.1 The Participant shall be entitled to attend an Event and to use any related service if all Event Related Fees have been duly paid prior to the commencement thereof. Service Provider shall not be required to fulfil any obligation resulting from an Event related agreement until all Event Related Fees have been fully paid by the Participant.
- 8.2 All Event Related Fees shall be indicated in the appropriate Event Application Form. The Event Related Fees may be settled via bank transfer or online payment. Bank transfer shall be performed to the bank account number indicated in the Confirmation dispatched by Service Provider, specifying the name of the Participant and the specific Event in the comment field. The receipt of any Event Related Fees shall be confirmed by Service Provider. In the event of card payment the Participant shall pay the Fees of the ordered service by using the payment system of the bank supplying online card payment via the Website.
- 8.3 The Service Provider may limit the provision of services to a Participant not performing full payment of the applicable Event Related Fees upon selecting bank transfer for method of payment. In that case the status of the Participant will be pending, a notification of which shall be sent by Service Provider. If the Event Related Fees are not settled in full within 8 days of dispatching such notification, the contract established between the Partner and Service Provider shall cease to exist upon expiry of the payment deadline, with an appropriate notification sent to the Partner accordingly. If the agreement is terminated in this manner, Service Provider shall repay any amount already paid by the Participant.

9. 10. Repayment

- 9.1 Any obligation of Service Provider to perform repayment due to termination or modification of agreement between Service Provider and the Participant or rejection of service shall be fulfilled in accordance with the following conditions.
- 9.2 A repayment obligation of Service Provider arises if a Participant already performed payment in part or in full prior to modification or termination of agreement or rejection of the relevant service.
- 9.3 Any repayment obligation of Service Provider shall be met within 30 days of notification concerning termination of agreement or rejection of service.
- 9.4 As a general rule, the repayment obligation of Service Provider based on a reasonable request of the Participant shall be met by bank transfer. . The relevant details and requirements in relation to repayment shall be agreed by Service Provider and the Participant via email.

10. Modification or cancellation requested by Participant

- 10.1 The deadline available for modification of an Event application or any related service and/or cancellation varies according to the Event, the specific details of which shall be indicated in the appropriate Event Application Form.
- 10.2 *Accordingly, the Participant may change any Event related request or withdraw therefrom by the date indicated in the specific Event Application Form. In that case*
 - *the Participant shall indicate any request for modification or cancellation to Service Provider via email.*
 - *Service Provider shall send an official confirmation of the requested modification or cancellation (hereinafter: “**Confirmation of Modification/Cancellation**”) within 48 hours, including the modified details of service or acceptance of cancellation. By a Confirmation of Modification/Cancellation, the former agreement established between*

the Participant and Service Provider in relation to a specific Event shall be modified or terminated as of the date of Confirmation thereof.

- *If a modification of service involves any increase of the applicable Event Related Fees, the Participant shall pay the difference to Service Provider immediately (or if no payment has been made yet, the increased Event Related Fees shall be paid to Service Provider in full),*
- *In the event of cancellation of participating in an Event or any related service, and if the Event Related Fees of the specific Event and/or service have already been paid, the Service Provider shall repay to Participant 70% of any Event Related Fees concerned with cancellation; the Participant shall specifically acknowledge and accept the above, and accordingly shall not submit any claim against Service Provider as regards thereof.*

10.3 If the Participant changes his application for an Event or a related service or exercises cancellation after the deadline indicated in the Event Application Form, the Service Provider shall not be obliged to repay any already paid Fees to Participant in relation to the specific Event, and in the event of any request for modification of service it shall have no obligation to fulfil such request; the Participant shall specifically acknowledge and accept the above, and accordingly shall not submit any claim against Service Provider as regards thereof.

11. Cancellation by Service Provider

11.1 We specifically note and draw particular attention to the fact that Service Provider may exercise cancellation of an agreement by issuing a relevant statement by mail or email at least 15 days before the scheduled Event date, in which case Service Provider exclusively agrees to repay any already paid Event Related Fees, but explicitly excludes the fulfilment of any further claim. The Participant shall specifically acknowledge and accept the above, and accordingly shall not submit any claim against Service Provider as regards thereof.

12. Liability of Service Provider

12.1 Service Provider shall be liable for the technical implementation of any Event, without any responsibility for the professional programme thereof. The latter (including the quality and content of any lectures delivered) shall be the sole responsibility of the scientific organiser of the Event. In view of the above, the Participant agrees not to raise any objection or complaint in relation to the scientific programme or content of an Event, nor to have any claim against Service Provider as a result of any modification or cancellation thereof.

12.2 Service Provider shall not be liable for the content of any Abstract; the latter shall be the sole responsibility of the submitting Partner. In view of the above, the Participant agrees not to raise any objection or complaint in relation to an Abstract, nor to have any claim against Service Provider as regards the content thereof.

12.3 Service Provider may act as an intermediary in relation to any accommodation, restaurant, catering or other service delivered to the Participants, without taking any responsibility for the quality of the supplied service. In view of the above, the Participant agrees not to enforce any claim against Service Provider in relation to, or as a result of any supplied accommodation, catering or other service.

12.4 Moreover, Service Provider shall not be liable for any failure to meet a specific accommodation request of Participant due to lack of capacity or any other reason occurred within the control of the accommodation provider, in view of which the Participant agrees not

to raise any claim against Service Provider other than requesting repayment of any already paid accommodation expenses.

12.5 *Service Provider reserves the right to change the venue, date/time and circumstances of a specific Event, in view of which the Participant agrees not to enforce any claim against Service Provider in relation to, or as a result of any such change.*

12.6 *The Parties agree that any liability of Service Provider (including, for the purposes of this paragraph, its current executives, owners, employees and partners) as regards performance of agreement or any resulting civil liability thereof shall be limited in accordance with Sections 6:152 and 6:526 of Act V of 2013 on the Civil Code. Accordingly, any liability of Service Provider as regards performance of agreement or any compensation for damage caused to a third party or a Participant as a result thereof (not including liability for any wilful breach of contract harming human life, health or physical integrity, or any damage) shall be limited to the extent of the registration fees of the specific Event concerned with such occurred damage. This limitation of liability shall extend to any liability for damage caused by Service Provider outside agreement, and shall include any liability for damage resulting from breach of law or warranty obligation of Service Provider, irrespective of the manner of occurrence of the underlying claim.*

13. 8. Limitations

13.1 Service Provider shall not be obliged to perform a service if there is reasonable ground to believe that the particular service is intended against or may threaten the operation of Service Provider in any way, or it would obstruct or render the contractual performance of Service Provider inoperable. In the event of a rejected service, Service Provider shall repay the relevant fee thereof. In that case, instead of an official confirmation, the Service Provider shall send a notification of rejection of service to Participant within a period of 48 hours. Service Provider shall not be liable to justify any rejection of service towards the concerned applicant.

14. 9. Invoice

14.1 Service Provider shall issue a detailed invoice to the Participants for the service performed via the website www.convention.hu. Normally the language of the issued invoice shall be Hungarian, but a bilingual invoice in English and Hungarian may be issued based on preliminary request. The invoice shall be dispatched electronically to the email address of the Participant supplied in the application form.

15. 11. Notification and confirmation

15.1 Notification shall constitute an email sent by Service Provider to the Participant via the specified email address in order to provide information of an important administrative step or calls up the Participant with instructions for administrative steps to be taken.

15.2 Confirmation shall mean any email sent by Service Provider to the specified email address of the Participant with legal effect, establishing or terminating an agreement between Service Provider and the Participant.

16. Handling complaints and legal disputes

16.1 Any queries or comments in relation to our services should be sent by email or mail using the contact information specified in the present GTC.

16.2 *Should you have any complaint, please contact us by sending an email or mail using the addresses indicated in these GTC. Any received complaint shall be examined within 8 working days, during which additional information may be requested, with an attempt made to remedy*

the specific complaint as far as possible, along with a relevant notification of the resulting outcome.

- 16.3 Service Provider and the Participant shall try to resolve any dispute in an amicable way. The Participant may decide to take legal action to enforce his claim; information regarding judicial competence and authority can be accessed at the website www.birosag.hu.

17. Data protection

- 17.1 *The Privacy Statement of Service Provider can be accessed at the website www.convention.hu. By registration at the Website, the Partner shall accept the contents set out in the Privacy Statement. The Partners shall be entitled to freely exercise any rights stipulated in the Privacy Statement of Service Provider at any time.*

18. 12. Newsletter

- 18.1 *Newsletter is a service available to anyone via the website www.convention.hu. The Partners may subscribe to this service in the course of registration or modification of their data; at the same time, this service in relation to any former or current customer shall be based on the legitimate interest of Service Provider.*
- 18.2 *Participants may unsubscribe from this newsletter service at any time. It can be done by using the Unsubscribe from Newsletter link supplied in the specific Newsletter, by sending an email or mail to Service Provider, or by means of modifying data.*

19. Entry into force

- 19.1 The present GTC shall enter into force on 25 May 2018, and shall remain effective until modification or withdrawal thereof.
- 19.2 *Service Provider shall have the right to modify the GTC unilaterally. Any modification of the GTC shall be published at the website www.convention.hu via an appropriate link prior to the effective date thereof.*

20. Miscellaneous provisions

- 20.1 Service Provider may use intermediary(ies) in order to perform its contractual obligations. Service Provider shall be liable for any unlawful behaviour thereof as for its own actions.
- 20.2 If any part of the present GTC become invalid, unlawful or unenforceable, it shall not influence the validity, lawfulness or enforceability of the remaining provisions thereof.
- 20.3 If Service Provider fails to exercise any right resulting from the present GTC, such failure shall not be deemed to be a waiver thereof. Any waiver shall be effective subject to a relevant explicit statement issued in writing. If Service Provider fails to strictly observe any material condition or provision of the present GTC on a single occasion, it shall not mean that such condition or provision should not be strictly observed in the future.
- 20.4 The website www.convention.hu, its entire content as well as any newsletter sent by Service Provider shall constitute the intellectual property of the Service Provider, and any of the above may be exclusively used, in full or in part, subject to prior consent granted by Service Provider.
- 20.5 This document is drawn up in Hungarian and English languages, in case of any inconsistency or difference the Hungarian version prevails.