

GENERAL TERMS AND CONDITIONS

OF USING WEBSZINHAZ.COM AND PURCHASING TICKETS ONLINE

1. Website provider's data

General information:

Name: Angolnyelvű Színház Közhasznú Alapítvány

(English Language Theatre Public Benefit Foundation)

Head Office: 1024 Budapest Keleti Károly utca 13/A. 2/5.

Postal address:

Court registration No.: 01-01-0000848

Tax No.: 19651628-2-41

Represented by: Magács László, Chairman of
the Board of Trustees

Phone number:

E-mail:

Website: www.webszinhaz.com

2. Scope and purpose of General Terms and Conditions

2.1. In this General Terms and Conditions (the "GTC") the English Language Theatre Public Benefit Foundation (the "Foundation") sets out the general terms and conditions for using of the website www.webszinhaz.com (the "Website"), including the terms and conditions for purchasing tickets to access the records of theatre performances and other videos (together the "Films") on the Website,

3. Use of the website and access to films

3.1. Use of the website

3.1.1. Anybody can use the website without registration with taking into consideration that some functions and contents of the website will only become active/available after registration/subscription. The Foundation will do all the organizational and technical steps necessary to provide the Website's constant availability, but excludes the responsibility for the unforeseen, temporary unavailability of the Website (for any reasons).

3.1.2 The Website is designed to be readable, viewable and manageable and compatible with/by well-known and popular browsers, however, the Website may appear differently in different browsers. The Foundation disclaims any liability for the unforeseen event if the Website can only be accessed with a limited user experience or the access is restricted in any way when using a browser, or if a browser's version update negatively affects the use or the user experience.

3.1.3. The functions and contents of the Website are only available upon registration or subscription and only after logging in to the Website. The login is done by entering the e-mail and password that the User has used during registration.

3.2. Access to films

3.2.1 The Foundation will make the trailer of the Films (and on some occasions the whole Film) available for free for promotional purposes and as teaser, without registration or subscription, but in general the Films will solely be available after registration and ticket purchase.

Access to each Film is granted to any natural person who accepts these Terms and Conditions and is a registered user (hereinafter referred to as "User") upon purchasing a ticket for a specific Film or registering as a User on the Website when purchasing a ticket.

3.2.2. The Films on the Website are available after logging in. The Films can only be accessed from devices that have a browser. It is the sole responsibility of the User to install the latest versions of the browser on the device, and the Foundation excludes its liability if the Videos available on the Website cannot be watched due to any hardware or software problem with the User's technical device. The Foundation does not guarantee the full functionality of video player on browser versions that are no longer supported by their providers.

3.3. Registration

3.3.1 Registration is completed by clicking on the "Registration and billing details" option available in the "Login" section of the main menu, entering the details required for registration and billing and confirming the registration.

Registration is confirmed by clicking on the activation link in the email sent to the email address that is previously provided by the User.

3.3.2. The aim of registration is to provide the necessary conditions for purchasing and watching the films. Purchasing and watching films cannot be done without registration.

3.4. Purchasing tickets

3.4.1. Tickets for the films can be purchased after picking the certain film on the Website as follows:

- click on "Buy tickets", then on "Add to shopping cart"
- after that, click on the "Shopping Cart" button on the main menu, fill the billing data and set up the payment by credit card.

You, as a registered user don't have to fill the billing data again, since the system automatically fills that section.

3.4.2 The payment of the ticket price is made through the Barion Smart Gateway payment interface operated by Barion Payment Zrt., which is automatically navigated to by the Website with a link after the acceptance of the GTC, the Privacy Policy and after the preliminary completion (see section 6.1) by clicking on the "Pay with Barion" button. By clicking on the "Pay with Barion" button, the User acknowledges that his/her personal data stored in the Website's user database will be transferred to Barion Payment Zrt. as data processor. Barion Payment Zrt. is an institution supervised by the National Bank of Hungary, its license number is H-EN-I-1064/2013." The credit card data will not be transferred to the Foundation. Detailed information on data management is provided in the Privacy Policy of the Foundation and Barion Payment Zrt., which can be found on the Website and on barion.com/hu/.

3.4.3 Once the ticket price has been paid, the validity period of the ticket is the period indicated on the ticket purchase interface (e.g. 24 hours). Once the ticket has expired, the film cannot be viewed and films that have already begun cannot be finished.

3.4.4. The purchased Films can be watched after payment and during the validity period of the Ticket:

- in the User's account (hereinafter referred to as "User Account") ,
- or by clicking on the link in the email confirming the purchase of the ticket.

In case the User's browser stores the User's log in data and does not log him/her out, then the purchased Film can also be watched by clicking on the film's the playbill during the validity period.

3.4.5. The Foundation excludes liability in case the User cannot watch the purchased film because his/her e-mail address is not real or the User does not have access to it.

4. Newsletter

4.1. The Foundation sends newsletter for the users of webszinhaz.hu (if the user previously gave his/her permission). In these newsletters webszinhaz.hu provides information about films and news available on its website, as well as of other programs and promotions it organizes or recommends.

4.2. During the registration process, the User can subscribe to the periodic newsletter sent by the Foundation by clicking on the "I agree to receive the newsletter" option.

The User may unsubscribe from receiving the newsletter at any time by clicking on the "Unsubscribe" option available in the "Newsletter" section of the main menu. The User may also initiate the subscription at any time after registration by clicking on the "Subscribe" option available in the "Newsletter" menu in the main menu of the Website. Consent to receive the newsletter can also be withdrawn at any time by selecting the unsubscribe function in the electronic newsletter.

5. Data management, data protection

5.1 The User is responsible for the authenticity and accuracy of the personal data he/she provided during registration. The Foundation shall not be liable for any damage or any other legal consequences resulting from the provision of incorrect, inaccurate or unreal personal data by the User during registration. The Foundation is entitled to delete personal data which are obviously incorrect or false.

5.2. The personal data provided during registration will be processed by the Foundation in order to provide services and to maintain contact with the User, in accordance with the applicable data protection legislation and the Foundation's Privacy Policy. The legal basis for data processing is Article 6 (1) paragraph (a), par. (b) and par. (f) of the GDPR (EU General Data Protection Regulation 2016/679). The Foundation shall exercise the utmost care in the processing of personal data, but the Foundation shall not be liable for any damage caused by IT attacks that may occur despite this utmost care.

5.3 The further detailed conditions for processing the User's personal data are set out in the Privacy Policy. The Foundation's Privacy Policy is available in the main menu of the Website at the Privacy Policy section.

6. Complaint-handling

6.1 Any complaints or comments regarding the operation of the Website or the activities of the Foundation in relation to the Website may be submitted to the Foundation in person, by post or by e-mail using the contact details set out in section 1.

If an immediate inquiry of the complaint is not possible, or if the complainant does not agree with the handling of the complaint, the Foundation will record the complaint in a report.

If the complaint is made in person, the Foundation is obliged to hand over the record of the complaint on site and if the complaint is made orally by telephone, its record must be sent to the complainant with the substantive reply.

6.2 The Foundation shall reply to the written complaint in writing within thirty days of receipt and shall send its reply for the e-mail address provided by the complainant. The Foundation shall state the reasons for its rejection of the complaint.

If the complaint is rejected or left unanswered, the complainant may in the first instance turn to the Consumer Protection Department of the Technical, Licensing and Consumer Protection Department of the Budapest Metropolitan Government Office, acting in its consumer protection or market surveillance competence, whose contact details are:

Address: 1052 Budapest, Városház utca 7.

Postal address: 1364 Budapest, Pf. 144.

Phone number: +36 1 450 2598

E-mail: fogyved_kmf_budapest@nfh.hu

If the complaint is rejected or left unanswered, the complainant may also apply to a conciliation board for an out-of-court settlement of the dispute. The contact details of the Budapest Conciliation Board of the Foundation's Head Office:

Address: 1061 Budapest, Kirsztina krt. 99. III/310.

Postal address: 1253 Budapest, Pf. 10.

E-mail: bekelteto.testulet@bkik.hu

Fax: +36 1 488 2186

Phone: +36 1 488 2131

Complainants residing in the European Union who do not have their habitual residence in Hungary can also use the online dispute resolution platform, available at the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU>

The Foundation has not signed up to a code of conduct.

7. Other provisions

7.1. The Parties stipulate that according to the provisions of Government Decree 45/2014 (26. § Article 45.4.14. of the Government Regulation No. 45.4.2014), the User may not exercise the right of withdrawal in respect of the purchased Films, given that the subject of the service is digital content provided on a non-tangible medium and the Foundation shall only commence completion with the User's prior consent, and the User shall simultaneously declare with such consent that he/she acknowledges that he/she shall lose his right of withdrawal or termination after the commencement of completion, and the Foundation shall send a confirmation to the User about that.

7.2 The Website and the content on it are protected by copyright. The copyright holder is the Foundation. The services and all content displayed on the Website is to be treated as intellectual property. Any use, copying or reproduction of that (or any part thereof) is prohibited without the permission of the rightsholder. The Foundation reserves these rights for itself. The Foundation reserves all rights to all elements of its service, in particular the domain name of the Website, the associated sub-domains, sub-pages and advertising spaces on the Internet.

7.3 A link to the Website may be placed on any website or social media profile only with the prior consent of the Foundation, but in no case shall such website or profile imply that the information or services contained therein are provided or offered by the website operator or the owner of the profile.

7.4 The Parties agree that any written statement addressed to each other and sent by post to their respective addresses as set out in this Agreement (or, if amended, communicated in writing) shall be deemed to have been delivered on the fifth day following the date of posting.

7.5 In the event of defective performance by the Foundation, the Foundation shall inform the User that the User is entitled to a warranty for accessories, product warranty and guarantee on the basis of defective performance. In the event of defective performance, the indicated warranties and guarantee that the User may use and their meaning and the differences between them are set out in Annex 1 to these GTC, in accordance with Annex 3 to Government Decree No. 45/2014 (26.II.). The business indicated in the GTC is the Foundation and the consumer is the User.

7.6 The Foundation excludes its liability:

- for any malfunctioning of the Internet network, for any hindrance or disruption of the use of the Website caused by such malfunctioning and for the consequences thereof,
- loss, non-receipt or delay of any data or e-mail, whether sent or received, and the consequences thereof,
- the excessive activity of the spam filter on either the sender's or the recipient's side, resulting in the deletion of e-mails in the Spam folder, etc., and the consequences, loss or deletion thereof,
- any failure of a communication line, whether on the sending or receiving side or at any of the intermediate channels,
- for any malfunction of any software used in the transaction,
- for the consequences of any system or program failure, abnormal event or technical failure.

8. Closing provisions

8.1 The Foundation publishes its general terms and conditions on the Website and makes them permanently available.

The present GTC shall enter into force on June 2022 and shall apply to legal transactions entered into after its entry into force.

8.2 The Foundation may unilaterally amend this GTC (partially or completely) from time to time, when justified by changes in economic, legal or other circumstances. The amended GTC will be published by the Foundation on the Website fifteen days prior to the entry into force of the amendment, on the basis of which it will be deemed to have been communicated to all Users. In the publication, the Foundation shall also indicate the date of entry into force.

8.3. The personal scope of the GTC applies to the User and to anyone who uses the Website as a registered User.

8.4 The User and the Foundation submit to the exclusive jurisdiction of the District Court of Budapest 2nd and 3rd Districts in matters falling within the jurisdiction of the District Court in the event of any disputes arising out of the legal relationship between the User and the Foundation under these GTCs which cannot be settled by amicable negotiation.

8.5 In respect of matters not regulated in this GTC, the relevant provisions of the Civil Code and the related Hungarian legislation in force shall prevail.

8.6 If any provision of these GTC is invalid or void for any reason, this shall not invalidate or void any other provision of these GTC. In such a case, the Foundation shall amend the GTC in order to remove the cause of nullity or invalidity and replace such provision by a valid provision.

20. June 2022, Budapest

Angolnyelvű Színház Közhasznú Alapítvány
Magács László, the
Chairman of Board
of Trustees

***Sample information leaflet
on the warranty, product guarantee and guarantee
based on the Government Decree 45/2014 (II. 26.). No. 3***

1. Warranty

In which cases can you exercise your right to a warranty?

In case of defective performance by the Service Provider, you can claim a warranty claim against the company according to the rules of the Civil Code.

What rights do you have under a warranty claim?

You may - at your option - make the following claims:

You can ask for repair or replacement, unless the claim you choose is impossible or would involve disproportionate additional costs for the company compared to other claims. If you did not or could not ask for the repair or replacement, you can ask for a proportionate reduction in the price or you can have the defect repaired or replaced at the expense of the undertaking or, as a last resort, you can withdraw from the contract.

You may also transfer your right to a different warranty, but you will bear the cost of the transfer, unless it was justified or the business gave a reason for it.

What is the time limit for you to claim your warranty?

You must notify us of a defect as soon as you discover it, but no later than two months after the defect is discovered. However, you should be aware that you cannot claim for a defect after the two-year limitation period from the contract's date of performance. For second-hand goods, this period is one year, but not more than one year.

Who can you claim against?

You can claim against the business.

What are the other conditions for enforcing your rights under the warranty?

Within six months from the date of performance, your right to claim under a warranty is subject to no conditions other than the notification of the defect, if you prove that the product or service was provided by the Service Provider. However, after six months from the date of performance, you must prove that the defect which you have discovered existed at the time of performance.

2. Product guarantee

In which cases can you exercise your right to a product guarantee?

In the event of a defect in a movable item (product), you may, at your option, exercise your right under point 1 or make a product warranty claim.

What rights do you have under a product warranty claim?

As a product warranty claim, you can only ask for the defective product to be repaired or replaced.

In which cases is the product considered defective?

A product is defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer.

What is the deadline for you to claim under the product warranty?

You have two years from the date on which the product was placed on the market by the manufacturer to make a product warranty claim. After this period, you lose this right.

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

You can only enforce your product warranty claim against the manufacturer or distributor of the movable item. You have to prove that the product is defective in order to make a product warranty claim.

In which cases is the manufacturer (distributor) exempted from its product warranty obligation?

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

- the product was not manufactured or put into circulation in the course of his business, or
- the defect was not detectable according to the state of science and technology at the time when the product was placed on the market, or
- the defect in the product is due to the application of a law or a compulsory standard laid down by a public authority.

The manufacturer (distributor) only needs to prove one ground for exemption.

Please note that you cannot claim both a warranty and a product warranty for the same defect at the same time. However, if your product warranty claim is successful, you may pursue your warranty claim against the manufacturer for the replaced product or repaired part.

3. Guarantee

In which cases can you exercise your right to a warranty?

In the case of defective performance, the Service Provider is obliged to provide a warranty for the items specified in the Government Decree 151/2003 (IX. 22.) on the mandatory warranty for certain consumer durables.

What are your rights under the guarantee and within what time limits? When is the business exempted from its guarantee obligation?

A business is only exempted from its guarantee obligation if it can prove that the cause of the defect arose after performance.

Please note that you may not make both a warranty and a guarantee claim or a product warranty and a guarantee claim for the same defect at the same time, but that you have the same rights under the guarantee irrespective of the rights set out in points 1 and 2.