

## **End User General Terms and Conditions for the Lurdy Mobile Application**

Version: 1.0

Publication Date: 2025.02.05.

The effective date is the same as the publication date indicated above.

These General Terms and Conditions contain provisions regarding the limitation of the service provider's liability.

These Terms and Conditions ("Agreement") define the terms of use for the Lurdy mobile application ("Application"), which operates under the management of the service provider ("Service Provider"), as well as the rights and obligations of the Service Provider and the natural person who downloads the application ("End User"). Hereinafter, the Service Provider and the End User are referred to individually as a "Party" and collectively as the "Parties."

### **Service Provider Information**

Company Name: Lurdy Ház Kft.

Registered Office: 1097 Budapest, Könyves Kálmán krt. 12-14.

Company Registration Number: 01-09-566490

Registry Authority: Metropolitan Court of Budapest, Company Registry (Fővárosi Törvényszék Cégbírósága)

Tax Number: 12232079-2-43

### **The Application**

**1.1.** The Application is a computer program that can be installed and run on mobile devices, allowing users to access the convenience services provided by the Service Provider through their mobile devices.

**1.2.** Through the Application interface, End Users who download it can utilize the services specified in Chapters 3 and 4 of the Agreement ("Services").

**1.3.** The Services listed in Section 4 of the Agreement require prior registration ("Services Requiring Registration"), meaning they can only be accessed by End Users after successful registration as defined in Section 2 of the Agreement. Other Services that do not require registration ("Services Not Requiring Registration") and the use of the Application itself only require the End User to accept the terms set forth in this Agreement by downloading the Application.

**1.4.** The End User may remove the Application from their mobile device at any time.

**1.5.** The Application may only be used by natural persons who are at least 16 years old and have at least limited legal capacity.

### **Registration Process**

**2.1.** The End User can complete the registration process after downloading and installing the Application on their mobile device.

**2.2.** End Users can register in the Application by providing the mandatory personal information required for registration (email address, last name, first name) and creating a login password.

**2.3.** Regardless of the registration method, every End User must provide their date of birth during registration. The End User may also voluntarily provide their postal code but is not required to do so. The End User can correct any incorrect data entered during or after the registration process at any time within the Application.

**2.4.** A further condition for successful registration, in the case of registration as per Section 2.2, is the End User's confirmation of registration (two-step authentication).

**2.5.** During the registration process, once the necessary data has been provided, the Service Provider will send an email to the End User containing a code required for registration confirmation. The End User must enter this code during registration to confirm and finalize their registration. The contract is established once the End User confirms the registration as described above. Registration is considered successful if the End User correctly enters the code received via email. No further action is required from the End User.

**2.6.** The Service Provider does not verify the data entered during registration and assumes no responsibility if the End User provides incorrect, erroneous, or false information. The End User can check and modify their data at any time within the Application. The Service Provider reserves the right to delete any obviously incorrect or false data. The End User acknowledges that certain notifications related to the fulfillment of the Agreement will primarily be sent to their registered email address. The Service Provider is not responsible for any failure to receive notifications if the End User's email address has changed, is incorrect, or is invalid.

**2.7.** If the Service Provider becomes aware that an End User has provided the personal data of another person during registration or has used the Application in violation of the law or third-party rights, the Service Provider is entitled to delete the End User's registration, which will also result in the immediate termination of the Agreement.

**2.8.** The End User acknowledges that if they are under 16 years of age, they are not allowed to register or use the Application. The End User must provide their real date of birth during registration. If any false age-related information is provided, the Service Provider is entitled to delete the End User's registration, which will result in the immediate termination of the Agreement.

**2.9.** The End User bears full responsibility for their username and password and any activities related to them. They must also ensure the security of these credentials. The End User agrees to immediately notify the Service Provider in case of unauthorized use of their data or any other security breach, using the contact details specified in Section 11.1 of the Agreement. The Service Provider is not liable for any damages resulting from password storage or the disclosure of login credentials to third parties.

### **General Provisions on the Provision of Services**

**3.1.** The Service Provider undertakes to operate the Application during the term of the Agreement to enable the use of the Services.

**3.2.** The use of the Application is free of charge; however, the Application allows for the payment of certain service fees through the Application.

**3.3.** The Service Provider reserves the right to partially or fully terminate the provision of Services available through the Application—or to discontinue the operation of the Application—

at any time unilaterally, or to change the terms of use of the Application unilaterally. The Service Provider shall not be liable for any damages arising from this. Additionally, the Service Provider is entitled to introduce new services or expand existing Services in the Application at any time.

## **Services Requiring Registration**

### **4.1. Payment via the Application**

**4.1.1.** The Service Provider intends to make an online payment interface embedded in the Application available to the End User, through which the End User is entitled to pay for services available at Lurdy Ház (parking) electronically. Currently, the only service payable via the Application at Lurdy Ház is parking in its parking lots.

**4.1.2.** The Service Provider aims to continuously expand the range of online payment options integrated into the Application. The Service Provider will inform the End User in advance about newly available services that support online payment.

**4.1.3.** To pay the parking fee via the Application, the barcode on the parking ticket must be recorded in the Application after entering the parking area.

**4.1.4.** The payment interface ("SimplePay") is operated by OTP Mobil Szolgáltató Korlátolt Felelősségű Társaság (registered office: 1143 Budapest, Hungária körút 17-19., court of registration: Metropolitan Court of Budapest; company registration number: 01-09-174466) or another financial institution designated by them. They provide the card payment acceptance service to the Service Provider. The End User enters their bank card and other required payment data on the payment interface. The Service Provider does not have access to the bank card details entered on the payment interface.

**4.1.5.** Since the payment interface and the acceptance of bank cards within the Application are provided by a third party as specified in Section 4.1.4, the Service Provider does not engage in any financial services requiring authorization. The Service Provider is not liable for errors related to the payment interface provided by the third party, nor for the acceptance of bank cards processed through it, as this service is provided independently by the third party, which is not considered a subcontractor of the Service Provider.

**4.1.6.** By accepting the terms of the Agreement, the End User acknowledges that the following personal data stored in the Application's user database by the Service Provider, as data controller, will be transferred to OTP Mobil Kft. as data processor. The data transferred include: unique transaction ID, transaction currency, End User's email address, transaction amount, and the validity period of the transaction (the time within which the payment must be initiated). The nature and purpose of the data processing performed by the data processor can be found in the SimplePay Privacy Notice at: <http://simplepay.hu/vasarlo-aff>.

**4.1.7.** When a service fee is paid via the Application, the Service Provider issues and sends an electronic receipt ("e-receipt") to the End User's email address. The End User may request a VAT invoice before completing the payment process in the Application, providing the necessary data (company name, tax number, address details, billing email). The Service Provider is entitled to issue an electronic invoice. For parking fees, if the End User requests a VAT invoice in the Application, the Service Provider will issue a single electronic invoice for all parking services used in the given month and send it to the End User within eight days of the following month.

## **4.2. Parking-Related Services**

**4.2.1.** The End User can use the following parking-related services via the Application:

- a) The End User may pay the parking fee using the Application according to Section 4.1.
- b) The End User may validate a discount parking code printed on their parking ticket, provided by Lurdy Cinema, Scitec Gold Fitness gym, Aldi, Spar stores, Gumipark, and Car Wash, for a specific period as determined by these establishments (see Section 4.2.3 of the Agreement).

**4.2.2.** If the parking session is interrupted (i.e., the vehicle exits the parking lot), the parking entitlement provided for a specified period does not continue, even if the initially allotted time has not expired. The End User (or another person holding a parking ticket with a discount code) is only eligible for free or discounted parking if the parking session begins no earlier than 30 minutes before the start of the corresponding service and no later than 15 minutes after the start of the service (i.e., the vehicle enters the parking lot within this timeframe). If parking starts outside this time window, the discounted parking offer does not apply.

**4.2.3.** In the Application, the parking entitlement provided by the service provider for a specific period based on a registered discount barcode is **not automatically recorded** and must be manually validated by the End User either during or at the end of the parking session. (The discounted parking offered by the provider is also available to other individuals holding a discounted barcode, which can be redeemed at the service provider's cash register, at the Lurdy Cinema box office, or at the cinema's concession stand.) Other occasional discounts or parking entitlements can be validated according to the specific announcements of such discounts or entitlements.

## **4.3. Electronic Marketing Messages**

Electronic marketing messages include:

- Advertisement-containing emails sent to the End User's email address registered in the Application.
- "Push" notifications containing advertisements sent to the End User's mobile device.
- Advertisement-containing "push" notifications sent to the End User's mobile device based on their location.
- Advertisements published through the Application.

## **4.4. Availability of Information on Services at Lurdy Ház**

**4.4.1.** In the Application, the Service Provider makes information about services available at Lurdy Ház (such as parking) accessible to the End User.

**4.4.2.** The Service Provider reserves the right to modify or discontinue the publication of such information in the Application, depending on changes in the services available at Lurdy Ház.

## **Formation and Validity of the Agreement**

**5.1.** If the End User accepts the provisions of this Agreement and the Service Provider confirms this electronically, the Agreement is established between the Parties. For Services Requiring Registration, acceptance is deemed to occur when the End User, after downloading the Application, checks a box within the Application indicating that they have read, understood, and accepted the Agreement as binding. For Services Not Requiring Registration, the Agreement is established through implied conduct upon downloading the Application, with the Service Provider confirming the formation of the Agreement via a message sent through the Application. The Agreement concluded in this manner electronically does not constitute a written contract and is not archived by the Service Provider. The current version of the Agreement is always available within the Application, while previous versions may be requested from the Service Provider via any of the contact details specified in Section 11.1.

**5.2.** For Services Not Requiring Registration, the Agreement enters into force upon the End User's acceptance (by downloading the Application) and the Service Provider's electronic confirmation. For Services Requiring Registration, the Agreement takes effect upon successful registration as described in Section 2.5.

**5.3.** The Parties enter into the Agreement for an indefinite period without a mandatory minimum contractual term.

**5.4.** The Agreement applies to all information society-related Services provided through the Application.

### **Service Provider's Liability for Damages**

**6.1.** Considering the free nature of the Services accessible via the Application, the Service Provider shall not be liable to the End User for any direct (damage occurring to the subject of the Service) or consequential damages arising from a breach of this Agreement, regardless of the manner in which the damage occurred.

**6.2.** The Service Provider is not responsible for technical failures beyond its control (such as network connection failures, server performance issues, network congestion, interference, or inadequate geographic coverage).

**6.3.** The Service Provider also excludes liability for failures of the Application, third-party location services, or payment interfaces that make them unavailable or only partially usable. However, the Service Provider will take all necessary measures to identify and resolve the issue as soon as possible. The Service Provider shall not be held liable if the damage could have been avoided by downloading the latest publicly available version of the Application. Furthermore, the Service Provider is not responsible for the conduct of End Users or businesses/service providers operating within Lurdy Ház.

**6.4.** The Service Provider does not guarantee that the Application is free of defects.

**6.5.** Certain Services within the Application are only available in Hungary, specifically within Lurdy Ház.

**6.6.** The limitations set forth in this Section 6 do not affect the Service Provider's liability for damages caused intentionally or due to breaches that result in harm to human life, physical integrity, or health.

### **Rules for Using the Application**

**7.1.** The End User may not use the Application in a way that infringes upon the rights or legitimate interests of the Service Provider or third parties, including but not limited to:

- a) Copyright, trademark rights, or other intellectual property rights.
- b) Personal rights (such as reputation, honor, privacy, personal data, trade secrets, or protected knowledge).
- c) Any legal provisions.

**7.2.** The End User must not endanger the proper IT operation of the Application and must refrain from activities that pose an IT security risk. The End User may not engage in actions that facilitate or expose the Application to IT security threats or attacks.

**7.3.** The End User guarantees that any data or content (such as images, text, etc.) they provide or upload does not infringe upon the rights of others. In particular, content must be made publicly available only if the relevant copyright holder, trademark owner, or affected individual has granted permission. The End User is liable for any damages resulting from violations of this provision.

**7.4.** If the Service Provider becomes aware—either through notification by a third party or by other means—that content made available by an End User via the Application violates the law (e.g., infringes copyright or trademark rights, or is defamatory), the Service Provider will act in accordance with Act CVIII of 2001 on Electronic Commerce and Information Society Services and may remove or disable access to the infringing content. Based on the legal and technical circumstances of the violation, the Service Provider will decide whether to restrict access to the content or delete it entirely.

**7.5.** If the Service Provider has credible evidence that the usage rules set forth in the Agreement have been violated, it may permanently delete the infringing content and any related data without prior notice to the End User.

**7.6.** Since the Service Provider lacks the resources to monitor all End Users continuously and is unaware of all potential circumstances indicating a violation, it is neither able nor obligated to continuously enforce compliance with the usage rules.

**7.7.** Notwithstanding Section 7.6, the Service Provider reserves the right to conduct case-by-case inspections as necessary to enforce the Agreement's rules. In cases of repeated violations, the Service Provider may supervise certain aspects of usage to prevent further infringements.

### **Intellectual Property**

**8.1.** The trademarks displayed in the Application may only be used by the Service Provider or third parties authorized to do so. The End User is not entitled to use or exploit these trademarks in any way.

- 8.2.** The Service Provider holds the proprietary copyright to the Application—including its code (whether source code or object code), graphical design, and documentation.
- 8.3.** From the moment the Application is installed on the End User’s mobile device, the Service Provider grants the End User a non-exclusive, geographically unrestricted right to use the Application for the entire duration of its copyright protection.
- 8.4.** Under the usage rights specified in section 8.3, the End User is entitled to install and run the Application on their mobile device for the purpose of using the Services specified in the Agreement. The End User may not authorize third parties to use the Application or grant sublicenses. The End User is not entitled to modify, reverse engineer, translate, or alter the Application in any way, except as permitted by mandatory legal provisions.
- 8.5.** Unless otherwise stated, the above usage rights also extend to new versions of the Application made available to End Users as part of the Agreement, starting from the moment the End User downloads and installs the new version on their mobile device.
- 8.6.** The End User is not entitled to use the Application beyond the scope and extent specified in this Agreement.

### **Termination of the Agreement**

- 9.1.** The Agreement terminates if the Service Provider discontinues the operation of the Application as stated in section 3.3.
- 9.2.** For Services requiring Registration, the Agreement also terminates upon the deletion of the End User’s registration, effective from the time of deletion.
- 9.3.** The End User may submit a request for registration deletion in writing (including via email) to the contact details specified in section 12 or initiate the deletion within the Application. The Service Provider will delete the End User’s registration within 30 days of receiving the request, during which time the End User may continue to use all features of the Application. The Service Provider will notify the End User about the registration deletion. After deletion, the End User will not be able to access registration-based services in the Application unless they re-register, and even in that case, they will lose all benefits associated with their previous registration.
- 9.4.** The Service Provider will delete the End User’s registration under the conditions specified in the Agreement or if the End User remains inactive on the Application for more than two (2) years despite receiving a written notice from the Service Provider.
- 9.5.** The Service Provider may immediately delete the End User’s registration if the End User violates the terms of this Agreement.
- 9.6.** The Service Provider will notify the End User of the Agreement’s termination via the email address provided by the End User.

### **Unilateral Modification of the Agreement**

- 10.1.** As the Service Provider offers Services through the Application under identical conditions to a large number of End Users free of charge, it reserves the right to unilaterally modify the terms of the Agreement, including introducing new features or discontinuing existing ones.
- 10.2.** The Service Provider will inform End Users about unilateral modifications in due time before the changes take effect.
- 10.3.** In urgent cases—such as to prevent abuse, ensure proper operation of the Application, or comply with court or regulatory decisions—the Service Provider reserves the right to modify the Agreement with immediate effect. In such cases, it is sufficient for the Service Provider to inform End Users after the modification.

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## Data Processing

**11.1.** In connection with the operation of the Application and the provision of Services, the Service Provider processes personal data provided by the End User or collected through the use of the Application.

11.2. The Privacy Policy available within the Application provides detailed information on the purpose, legal basis, duration of personal data processing, the rights of End Users concerning data processing, legal remedies, and the obligations of the Service Provider regarding data processing.

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## Complaint Handling

**12.1.** The End User may submit complaints regarding the Application or the fulfillment of the Agreement through the following contact details:

**Name:** Lurdy-Ház Kft.

**Mailing address:** 1097 Budapest, Könyves Kálmán körút 12-14.

**E-Mail:** info@lurdyhaz.hu

**12.2.** If the End User disagrees with the handling of their complaint or if the Service Provider cannot immediately resolve the issue, the Service Provider will record the complaint in writing along with its position on the matter. A copy of this record will be sent to the End User.

**12.3.** The Service Provider assigns a unique identifier to each complaint.

**12.4.** The Service Provider will provide a substantive response to complaints within thirty (30) days of receipt.

**12.5.** If the End User is not satisfied with the complaint handling process or if their complaint is rejected, they may initiate proceedings before the Conciliation Board operating under the county (capital) chambers of commerce and industry corresponding to their place of residence. Information on the jurisdiction of various Conciliation Boards is available at

[www.bekeltetes.hu](http://www.bekeltetes.hu).

**12.6.** If the Service Provider violates the rights granted to consumer End Users during the complaint handling process, the End User may contact the relevant metropolitan or county government office. The contact details of these offices can be found at

<http://www.kormanyhivatal.hu/hu/elerhetosegek>. If the End User wishes to initiate Conciliation Board proceedings, they may do so through the following authority:

### **Pest County Conciliation Board**

**Address:** 1055 Budapest, Balassi Bálint u. 25. IV/2.

**Mailing Address:** 1364 Budapest, P.O. Box: 81

**Phone:** +36 1 792 7881

**Email:** pmbekelteto@pmkik.hu

**Website:** <http://www.panaszrendezes.hu/homepage/>

**12.7.** The procedures for handling data protection-related complaints are outlined in the Privacy Policy accessible through the Application.

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## Miscellaneous Provisions

**13.1.** This Agreement constitutes the entire agreement between the Parties concerning the legal



relationship it governs, superseding any prior verbal, written, or implied agreements.

**13.2.** The governing law of the Agreement is Hungarian law. The language of the Agreement is Hungarian.

**13.3.** If any provision of the Agreement is deemed invalid or unenforceable, it will not affect the validity of the remaining provisions, unless the Parties would not have entered into the Agreement without the invalid provision. In such cases, the Parties will make every effort to replace the invalid or unenforceable provision with a valid provision that most closely aligns with the original economic intent.