

# Lurdy Application

## General Terms and Conditions

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The date of entry into force is the date of publication indicated above.

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**These General Terms and Conditions contain provisions limiting the liability of the Service Provider.**

These terms and conditions (the "**Agreement**") govern the conditions of use of the mobile application named Lurdy (the "**Application**"), which is operated by the Service Provider and is designed to run on mobile devices, as well as the rights and obligations of the Service Provider and the natural person who downloads the Application (the "**End User**"). The Service Provider and the End User are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

### Service Provider Details

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**Company Name:** Lurdy Ház Kft.

**Registered Office:** 1097 Budapest, Könyves Kálmán krt. 12–14., Hungary

**Company Registration Number:** 01-09-566490

**Registry Court:** Metropolitan Court of Registration (Fővárosi Törvényszék Cégbírósága)

**Tax Number:** 12232079-2-43

## 1. The Application

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**1.1.** The Application is a computer programme that can be installed on and run on mobile devices, enabling End Users to access convenience services offered by the Service Provider through their mobile devices.

**1.2.** Through the interface of the Application, End Users who have downloaded it may access the services defined in Sections 3–4 of this Agreement (the "**Services**").

**1.3.** The Services listed in Section 4 of this Agreement require prior registration ("**Registration-Required Services**") and may therefore only be used by End Users following successful registration as set out in Section 2 of this Agreement. The sole prerequisite for using Services other than Registration-Required Services ("**Non-Registration Services**"), and for using the Application, is acceptance of the terms set out in this Agreement upon 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, and the Services may only be accessed, by a natural person who has reached the age of 16 and who has at least limited legal capacity.

## **2. Registration Procedure**

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

**2.2.** End Users may register in the Application by providing the personal data required for registration (e-mail address, surname, first name) and creating a login password.

**2.3.** Regardless of the method of registration, every End User is required to provide their date of birth during registration. The End User is also entitled, but not obliged, to provide their postal code during or after registration. The End User may correct any inaccurately provided data at any time, either during or after registration, within the Application.

**2.4.** A further condition for successful registration is confirmation of the registration by the End User (two-step verification) in the case of registration under Section 2.2.

**2.5.** During the registration process, after the End User has submitted the required data, the Service Provider will notify the End User by e-mail of the code required to confirm registration. The End User enters the received code during the registration process, thereby confirming and completing the registration. If the End User confirms the registration as described above, the Agreement is thereby concluded. Registration is successful when the End User correctly enters the code received by e-mail. No further action is required on the part of the End User.

**2.6.** The Service Provider does not verify the data provided during registration and shall bear no liability in the event that the End User provides incorrect, erroneous, or false data during registration. The End User has the option at any time to review and amend their data within the Application. The Service Provider is entitled to delete data that is manifestly incorrect or false. The End User acknowledges that certain notifications relating to the performance of the Agreement will primarily be sent by the Service Provider to the End User's e-mail address; the Service Provider shall not be liable for any failure to deliver such notifications if the End User's e-mail address has changed, is incorrect, or is not valid.

**2.7.** If the Service Provider becomes aware that the End User, in the course of using the Application or during registration, provides the personal data of another individual or provides false data in a manner that infringes the rights of a third party or is otherwise unlawful, the Service Provider is entitled to delete the End User's registration, which simultaneously constitutes the immediate termination of the Agreement.

**2.8.** The End User acknowledges that if they have not yet reached the age of 16, they may not register in the Application or use it. The End User is required to provide their true date of birth during registration. In the event that any false data concerning age is provided, the Service Provider is entitled to delete the End User's registration, which simultaneously constitutes the immediate termination of the Agreement.

**2.9.** The End User bears full responsibility in relation to the username and password associated with their registration, all activities carried out using those credentials, and the secure storage thereof. The End User undertakes to notify the Service Provider immediately of any unauthorised use of their credentials or any other breach of security, using any of the contact details specified in Section 11.1 of the Agreement. The Service Provider shall not be

liable for any damage arising from the storage of the password or from disclosure of the username and password to a third party.

### **3. General Provisions Governing the Provision of Services**

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**3.1.** The Service Provider undertakes to operate the Application for the purpose of providing access to the Services throughout the term of this Agreement.

**3.2.** Use of the Application is free of charge; however, the Application provides the facility for certain service fees to be paid through the Application.

**3.3.** The Service Provider reserves the right to unilaterally discontinue, in whole or in part, the provision of Services available through the Application — these being divisible services — or to discontinue the operation of the Application, or to unilaterally modify the conditions for using the Application, at any time. The Service Provider shall not be liable for any damage arising therefrom. The Service Provider is furthermore entitled at any time to make new services available within the Application or to supplement the existing Services.

### **4. Registration-Required Services**

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

**4.1.1.** The Service Provider intends to make available to the End User an online payment interface built into the Application, through which the End User is entitled to pay electronically for services available at Lurdy Ház (parking). The service currently payable via the Application at Lurdy Ház is parking in the Lurdy Ház car parks.

**4.1.2.** The Service Provider draws attention to the fact that it endeavours to continuously expand the range of online payment options built into the Application. The Service Provider will notify the End User in advance of any new services for which online payment becomes available.

**4.1.3.** A prerequisite for paying the parking fee through the Application is that, after the vehicle has entered the car park, the barcode on the parking ticket must be scanned and recorded in the Application.

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

**4.1.5.** Given that the payment interface and card acceptance within the Application are provided by the third party identified in Section 4.1.4, the Service Provider does not carry out any licensed financial service activity. The Service Provider shall bear no liability for any defects in the payment interface provided by such third party or for card acceptance provided thereby, given that the third party provides this service independently and is not a subcontractor of the Service Provider.

**4.1.6.** By accepting the provisions of this Agreement, the End User acknowledges that the following personal data stored by the Service Provider, as data controller, in the Application's user database will be transferred to OTP Mobil Kft. as data processor. The data transferred by the Service Provider are as follows: unique transaction identifier; transaction currency; End User's e-mail address; transaction amount; validity period of the transaction during which payment may be initiated. The nature and purpose of the data processing activities carried out by the data processor are set out in the SimplePay Privacy Notice, available at: <http://simplepay.hu/vasarlo-a>.

**4.1.7.** Where the fee for a service is paid through the Application, the Service Provider issues an electronic receipt and sends it to the End User's e-mail address ("**e-receipt**"). The End User is entitled to request a VAT invoice before completing the payment process in the Application, for which the necessary data (company name, tax number, address details, billing e-mail address) must be entered in the Application. The Service Provider is entitled to issue electronic invoices. The Service Provider issues the e-receipt for parking services immediately upon execution of the transaction and sends it electronically. In respect of parking fees, if the End User requests a VAT invoice in the Application, the Service Provider will issue a single electronic invoice covering all parking services provided during the relevant calendar month and will send it to the End User within 8 days following that month.

## **4.2 Parking-Related Services**

**4.2.1.** The following parking-related Services are available to the End User through the Application:

(a) the End User may pay the parking fee using the Application in accordance with the provisions of Section 4.1;

(c) free parking use for a period determined by the service provider, available at Lurdy Mozi (cinema), Scitec Gold Fitness gym, Aldi and Spar stores, Gumipark and the car wash operating in Lurdy Shopping Centre, upon scanning the discount code printed on the parking ticket (see Section 4.2.3 of the Agreement).

**4.2.2.** If a person holding a discount barcode interrupts their parking session (exits the car park), the right to use the car park for the period determined by the service provider shall not continue, even if that period has not yet expired at the time of interruption. The End User (or another person holding a parking ticket with a discount code) is only entitled to the complimentary car park use provided by the service provider if they commence parking at the Lurdy Ház car park no earlier than 30 minutes before the start of the relevant service and no later than 15 minutes after the start of the relevant service (i.e. if they drive their vehicle into the Lurdy Ház car park within this time window). Parking commenced outside this time window does not qualify for the complimentary car park use provided by the service provider.

**4.2.3.** The parking entitlement granted by the service provider for the period determined by it, in respect of a registered End User holding a parking ticket bearing a discount barcode, is not automatically recorded by the Application; it must be validated separately by the End User during or at the end of the parking session. (The complimentary parking provided by the service provider is also available to other persons holding a discount barcode, upon presentation at the service provider's cash desk, or, in the case of a cinema ticket, at the Lurdy Mozi box office or cinema refreshment stand.) Other ad hoc discounts or parking entitlements may be redeemed in accordance with the terms under which such special discounts or entitlements are announced.

### **4.3 Electronic Marketing Messages**

For the purposes of this Agreement, electronic marketing messages include:

- advertising e-mails sent to the End User's e-mail address registered in the Application;
- advertising "push" notifications sent to the End User's mobile device;
- location-based advertising "push" notifications sent to the End User's mobile device based on their location; and
- advertising published through the Application.

### **4.4 Making Available Information on Certain Services at Lurdy Ház**

**4.4.1.** Within the Application, the Service Provider makes available to the End User information relating to certain services used by the End User at Lurdy Ház (including parking).

**4.4.2.** The Service Provider reserves the right to modify the scope of information published in the Application, or to discontinue any given publication, in line with changes to the range of services available at Lurdy Ház.

## **5. Formation and Term of the Agreement**

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**5.1.** Where the End User accepts the provisions of this Agreement and the Service Provider confirms acceptance electronically, the Agreement is concluded between the Parties. In respect of Registration-Required Services, acceptance occurs when, after downloading the Application, the End User indicates by ticking a checkbox within the Application that they have read, understood, and agree to be bound by the terms of the Agreement. In respect of Non-Registration Services, the Agreement is concluded by implied conduct upon downloading the Application, with the Service Provider confirming conclusion of the Agreement via a message sent through the Application. An Agreement concluded electronically in this manner does not constitute a written agreement and is not filed by the Service Provider. The current version of the Agreement is available within the Application; previous versions may be requested from the Service Provider at any of the contact details set out in Section 11.1.

**5.2.** In respect of Non-Registration Services, the Agreement enters into force upon its acceptance by the End User — by downloading the Application — and its electronic confirmation by the Service Provider. In respect of Registration-Required Services, the Agreement enters into force upon successful registration as set out in Section 2.5.

**5.3.** The Parties conclude the Agreement for an indefinite period, without any mandatory minimum contractual term.

**5.4.** The Agreement covers all information society services provided through the Application.

## **6. Liability of the Service Provider**

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**6.1.** Given that the Services available through the Application are provided free of charge, the Service Provider shall not be liable to End Users — regardless of the manner in which damage is caused — for any direct (occurring in connection with the subject matter of the Service) or consequential loss or damage arising from any breach of this Agreement.

**6.2.** The Service Provider shall not be liable for technical failures beyond its sphere of control (including in particular failures arising from network connection faults, server performance, network load, network congestion, signal interference, or inadequate geographic coverage).

**6.3.** The Service Provider further excludes its liability for any malfunction of the Application or of location services or payment interfaces provided by third-party service providers, during which such services are unavailable or available only in a limited manner, whilst at the same time undertaking to take all necessary steps promptly to identify and remedy the cause of the malfunction. The Service Provider shall not be liable if the damage could have been avoided by downloading the latest publicly available version of the Application. The Service Provider furthermore assumes no liability for the conduct of End Users and the businesses or service providers operating at Lurdy Ház.

**6.4.** The Service Provider does not warrant that the Application is free from defects.

**6.5.** Certain Services within the Application are exclusively available on the premises of Lurdy Ház in Hungary.

**6.6.** The limitations set out in this Section 6 do not affect the Service Provider's liability for intentionally caused damage or for damage caused to human life, physical integrity, or health.

## **7. Rules of Use of the Application**

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**7.1.** In using the Application, the End User must not infringe the rights or legitimate interests of the Service Provider or third parties; in particular, the use must not infringe:

- (a) any copyright, trademark right, or other intellectual property right;
- (b) any personality right (including another person's reputation, honour, private secrets, personal data, trade secrets, or protected know-how); or
- (c) any statutory provision.

**7.2.** The End User must not endanger the proper IT operation of the Application; accordingly, the End User must refrain from any use that poses an IT security risk and must not engage in any activity that facilitates or contributes to an IT security attack on or threat to the Application, or that exposes the Application to an IT security attack or risk.

**7.3.** The End User warrants that the data and content (e.g. images, text, etc.) provided or uploaded by them do not infringe the rights of others; in particular, that the making of such content available to the public has been authorised by the copyright holder or trademark owner, or, in the case of personality rights, that the person concerned has consented to publication. In the event of a breach of this provision, the End User shall be liable for any resulting damage.

**7.4.** If — whether on the basis of notification by a third party or in any other manner — the Service Provider becomes aware that any content made available through the Application by the End User is in breach of a statutory provision (e.g. infringes a right protected by copyright law or trademark law, or constitutes defamatory or slanderous content), the Service Provider shall act in accordance with Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services, and is entitled to remove the relevant content or to terminate access thereto. Within the legislative framework referred to in this paragraph, the Service Provider shall decide, depending on the circumstances of the infringement and the available technical means, whether to merely terminate access to the content in question

or to delete the content itself.

**7.5.** If the Service Provider becomes aware by other reliable means that the rules of use set out in this Agreement have been violated, it may permanently delete the infringing content, as well as any other data published in connection therewith, even without a separate notice of termination of the Agreement. The Service Provider is not required to notify the End User of such deletion in advance.

**7.6.** As the Service Provider does not have the resources to continuously monitor all End Users and is not aware of all circumstances that might indicate the occurrence of a potential infringement, it is neither able nor required to continuously monitor compliance with the rules of use.

**7.7.** Notwithstanding Section 7.6, the Service Provider is entitled — to the extent necessary to enforce compliance with the rules set out in this Agreement — to conduct ad hoc monitoring of use at any time, and, in the event of repeated or widespread abuse, to supervise certain uses in order to prevent violations of the rules of use.

## **8. Intellectual Property**

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**8.1.** The trademarks displayed in the Application may only be used by the Service Provider or by authorised third parties. The End User is not entitled to use or exploit those trademarks in any manner.

**8.2.** The Service Provider is the owner of the economic copyright in the Application — including its source code and object code, its graphic design, and its documentation.

**8.3.** With effect from the installation of the Application on the mobile device owned by the End User, the Service Provider grants the End User a non-exclusive, geographically unrestricted licence to use the Application for the full duration of copyright protection of the Application.

**8.4.** Within the scope of the licence granted under Section 8.3, the End User is entitled to install and run the Application on their mobile device for the purpose of accessing the Services under this Agreement. The End User may not sublicense the Application to third parties. The End User is not entitled to adapt, reverse-engineer, translate, or otherwise modify the Application, unless expressly permitted to do so by a mandatory statutory provision.

**8.5.** Unless otherwise stipulated, the licence set out above also extends to new versions of the Application made available to End Users during the performance of this Agreement, with effect from the date on which each version is downloaded by the End User (i.e. installed on the mobile device in the End User's possession).

**8.6.** The End User is not entitled to use the Application in any other manner or to any greater extent than expressly provided for in this Agreement.

## **9. Termination of the Agreement**

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**9.1.** The Agreement shall terminate if the Service Provider discontinues operation of the Application in accordance with Section 3.3.

**9.2.** In respect of Registration-Required Services, the Agreement shall also terminate upon deletion of the End User's registration, with effect from the date of such deletion.

**9.3.** The End User may submit a request for deletion of their registration in writing (including by e-mail) to the contact details specified in Section 12 of this Agreement, or may initiate the deletion of their registration through the Application. The Service Provider will delete the End User's registration on the 30th day following receipt of such request, during which period the End User continues to be entitled to use all functions of the Application. The Service Provider will notify the End User of the deletion of their registration. Following deletion of their registration, the End User will be unable to use the Registration-Required Services of the Application until they re-register, and — even in the event of a new registration — will forfeit all discounts associated with the deleted registration.

**9.4.** The Service Provider will delete the End User's registration in the circumstances specified in this Agreement, and also where the End User — despite a written notice sent by the Service Provider to the End User's e-mail address — has not performed any activity within the Application for a period exceeding two (2) years (i.e. the End User is inactive).

**9.5.** The Service Provider may delete the End User's registration with immediate effect if the End User breaches the provisions of this Agreement.

**9.6.** The Service Provider will subsequently notify the End User of the termination of the Agreement at the e-mail address provided by the End User.

## **10. Unilateral Amendment of the Agreement**

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**10.1.** Given that the Service Provider provides the Services offered through the Application simultaneously to a large number of End Users on identical terms and free of charge, the Service Provider reserves the right to unilaterally amend the terms of this Agreement, including the right to introduce new functions or to discontinue existing functions within the Application.

**10.2.** The Service Provider will notify End Users of any unilateral amendment in good time, before the amendments enter into force.

**10.3.** In urgent cases — including in particular to prevent abuse, to ensure the proper functioning of the Application, or in response to a court or regulatory decision, order, or statutory change — the Service Provider reserves the right to amend the Agreement with immediate effect. In such cases, it is sufficient for the Service Provider to notify End Users of the amendment retrospectively.

## **11. Data Processing**

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**11.1.** In connection with the operation of the Application and the provision of the Services, the Service Provider processes the personal data of the End User that the End User has provided or that have come to the Service Provider's knowledge as a result of the End User's use of the Application.

**11.2.** Detailed information on the purposes, legal bases, and duration of personal data processing activities carried out in the course of using the Application, as well as on the End Users' rights and remedies in relation to data processing and the Service Provider's obligations in that regard, is contained in the Privacy Notice available within the Application.

## 12. Complaints Handling

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**12.1.** The End User may submit complaints relating to the Application or the performance of the Agreement to the Service Provider at the following contact details:

**Name:** Lurdy-Ház Kft.

**Postal Address:** 1097 Budapest, Könyves Kálmán körút 12–14., Hungary

**E-mail:** [info@lurdyhaz.hu](mailto:info@lurdyhaz.hu)

**12.2.** Where the End User disagrees with the handling of a complaint, or where immediate investigation of the complaint is not possible on the part of the Service Provider, the Service Provider shall promptly draw up a record of the complaint and its position thereon. The Service Provider will send a copy of this record to the End User.

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

**13.4.** [Note: numbered as in the original] The Service Provider shall respond substantively to complaints submitted by the End User within thirty (30) days of receipt of the complaint by the Service Provider.

**12.5.** If the complaint handling was not to the End User's satisfaction, or if the End User's complaint was rejected, an End User who qualifies as a consumer may initiate proceedings before the Conciliation Body operating alongside the county (or metropolitan) chamber of commerce and industry having jurisdiction over the End User's place of domicile or habitual residence. The End User may obtain information on the territorial jurisdiction of the individual conciliation bodies at [www.bekeltetes.hu](http://www.bekeltetes.hu).

**12.6.** If the Service Provider violated the rights of an End User who qualifies as a consumer in the course of complaint handling, the End User may contact the metropolitan or county government office having jurisdiction over the End User's place of domicile. Contact details for the metropolitan and county government offices are available at <http://www.kormanyhivatal.hu/hu/elerhetosegek>. If the End User wishes to initiate conciliation body proceedings in respect of their complaint, they may do so before the following body:

**Body:** Pest County Conciliation Body (Pest Megyei Békéltető Testület) / Pest County Conciliation Body (Pest Vármegyei Békéltető Testület)

**Address:** 1055 Budapest, Balassi Bálint u. 25., 4th floor, door 2, Hungary

**Postal Address:** 1364 Budapest, P.O. Box 81, Hungary

**Telephone:** +36 1 792 7881

**E-mail:** [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)

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

**12.7.** The procedure for handling complaints concerning data protection matters is set out in the Service Provider's Privacy Notice accessible through the Application.

## 13. Miscellaneous Provisions

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**13.1.** This Agreement constitutes the entire agreement between the Parties with respect to the legal relationship regulated herein, and supersedes and renders void any prior oral, written, or implied agreements.

**13.2.** This Agreement is governed by Hungarian law. The language of the Agreement is Hungarian.

**13.3.** If any provision of this Agreement is or becomes invalid, unenforceable, or void, this shall not affect the other provisions of the Agreement, unless the Parties would not have entered into the Agreement without the invalid provision. In that case, the Parties shall be required to take all steps to replace the invalid or unenforceable provision with a provision that most closely reflects the economic purpose of the invalid or unenforceable provision.

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This document is an English translation of the original Hungarian General Terms and Conditions (Általános Szerződési Feltételek) for the Lurdy mobile application, published on 5 February 2025 by Lurdy Ház Kft. (Company Registration No. 01-09-566490, registered office: 1097 Budapest, Könyves Kálmán krt. 12-14., Hungary). In the event of any inconsistency between this translation and the original Hungarian text, the original Hungarian text shall prevail.