Effective Date: May 1, 2025

# 1. Introductory Provisions

### 1.1. Subject and Scope of the GTC

These General Terms and Conditions (hereinafter. GTC) govern the terms of use of the online city adventure game services (hereinafter. Service) provided through the website operated by the sole proprietor (hereinafter. Service Provider), available at hungarygames.hu (hereinafter. Website), as well as the contractual legal relationship established between the Service Provider and the person using the Service (hereinafter. User). These GTC determine the rights and obligations of the Service Provider and the User (hereinafter jointly: Parties).

The scope of these GTC extends to all electronically concluded contracts established between the Service Provider and the User via the Website. By placing an order on the Website, the User expressly declares that they have familiarized themselves with and accept the provisions of these GTC, and acknowledges them as binding upon themselves.

#### 1.2. Definitions

**Service** Provider: The sole proprietor operating the Website and providing the Service, detailed in Section 2 of these GTC.

**User**: Any natural person (consumer) or legal entity (business or other organization) who orders and uses the Service on the Service Provider's website.

**Website**: The online platform operated by the Service Provider, available at hungarygames.hu.

**Service**: Provision of access to the online, browser-playable city adventure game offered by the Service Provider through the Website.

Game: The specific online city adventure game purchased by the User.

**Game Code**: The unique, single-use alphanumeric code provided to the User via email after purchase, enabling the User to access the purchased Game.



Parties: The Service Provider and the User jointly.

Civil Code: Act V of 2013 on the Civil Code.

**E-commerce Act**: Act CVIII of 2001 on certain issues of electronic commerce services and information society services.

Government Decree: Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses.

### 1.3. Availability and Acceptance of the GTC

The currently effective GTC are continuously available and downloadable from the Website in a format (PDF) that allows for storage and retrieval. The Website ensures that the User can familiarize themselves with the content of these GTC before finalizing the order.

Before finalizing the order, the User must expressly accept these GTC and the related Privacy Policy by ticking a dedicated, non-pre-ticked checkbox. Placing the order is technically impossible without accepting the GTC. The text of the GTC is directly accessible (linked) on the interface used for accepting the GTC, so the User can read it before acceptance.

The text of the GTC effective at the time of the order and accepted by the User will also be sent by the Service Provider to the User attached to the order confirmation email on a durable medium (in PDF format).

# 2. Service Provider Details

Name: Bocz Márton E.V.

Registered Office: 1076 Budapest, Péterfy Sándor u. 27.

Registration Number: 60400781

Registering Authority: National Tax and Customs Administration

Tax Number: 91029157-1-42

Electronic Mail Address (Customer Service): hello@hungarygames.hu

Bank Account Number: HU33 1040 1983 8676 6886 7557 1000

Hosting Provider Details: H4IT.net Kft.; 4031 Debrecen, Bartók Béla út 25. 1/1.; h4it@h4it.net

# 3. Description of the Service and Subject of the Contract

### 3.1. The Service

The Service Provider operates the Website, through which it offers online, browser-playable city adventure games for purchase. The Games involve solving puzzles and following clues displayed digitally via the web browser of the User's internet-connected device (e.g., smartphone, tablet). The Games are designed so that the User navigates specific areas of a given city based on the information received on the digital interface to progress in the game. The Service consists of the Service Provider ensuring access to the purchased Game for the User using the received Game Code, under the conditions set forth in these GTC, within the framework of a limited usage license.

### 3.2. Game Characteristics

Each Game has a unique set of puzzles. The description, estimated duration (if relevant, as there is actually no time limit during the game), and recommended starting points for the Games can be found on the Website, on the specific Game's page. The Games are played entirely online via a web browser; downloading a separate application is not necessary.

Successful gameplay requires a device with an internet connection, a compatible web browser, and sufficient battery charge. The cost of mobile internet usage is borne by the User. The Games are designed to be completed safely, requiring no physical tricks, dangerous stunts, entry onto private property, or violation of laws.

# 3.3. Subject of the Contract

The subject of the contract is the purchase of a non-exclusive, non-transferable, limited usage license (license) for a single playthrough of a specific Game using the provided Game Code, within the validity period specified in Section 6. This service qualifies as the provision of



"digital content supplied otherwise than on a tangible medium" according to the Government Decree.

# 4. Conclusion of the Contract, Order Process

## 4.1. Selecting the Game

The User can browse the Games on the Website. Each Game has a detailed description and price.

### 4.2. Steps of the Order

- Selecting the game
- Providing necessary data for purchase and invoicing (e.g., name, email address, billing address, tax number for companies).
- Express acceptance of these GTC and the Privacy Policy via a mandatory checkbox.
- Submitting the order (pressing the Payment button).
- Selecting the payment method and making the payment on the Barion service provider's page.

## 4.3. Correction of Data Entry Errors

The User has the opportunity to check and modify their provided personal data at any time before submitting the order. If the User notices an error after submitting the order, they must immediately contact the Service Provider using the contact details provided in Section 2.

#### 4.4. Order Confirmation

Following the successful submission of the order and payment, the Service Provider will send an automatic confirmation email to the email address provided by the User without delay, but no later than within 48 hours.

The confirmation email contains: a summary of the order details, the User's data, the name(s) of the purchased Game(s), the price paid, the Game Code(s) for the Game(s), as well as the GTC and Privacy Policy effective at the time of the order, attached in PDF format.

If the confirmation email does not arrive to the User within 48 hours of submitting the order, the User is released from the obligation to be bound by the offer.

# 5. Payment Terms

#### 5.1. Prices

The prices indicated on the Website are the current gross prices, stated in Hungarian Forints (HUF).

The Service Provider reserves the right to change prices. The price applicable to the order is the price indicated on the Website at the time the order is placed. As the service is digital, no separate packaging or handling costs are charged.

If, despite all the Service Provider's diligence, an obviously incorrect price is displayed on the Website (e.g., 0 HUF, or a price significantly different from the well-known market price of the product), the Service Provider is not obliged to provide the Service at the incorrect price. In this case, the Service Provider will offer the User the option to purchase at the correct price, or the User may withdraw from the order.

# 5.2. Payment Methods

Online credit card payments are processed through the Barion system. Credit card data is not accessible to the merchant. The service is provided by Barion Payment Inc., an institution supervised by the Central Bank of Hungary. License number: H-EN-I-1064/2013.

## 5.3. Invoicing

The Service Provider issues an electronic invoice (e-invoice) compliant with Hungarian legislation for the purchase. The electronic invoice is sent to the email address provided by the User following successful payment.

# 6. Performance, Use of Game Code

#### 6.1. Performance

The Service Provider's performance consists of providing access to the Game by delivering the Game Code. The Game Code is delivered electronically to the email address provided by the User as part of the order confirmation email (see Section 4.4), immediately or shortly after the successful payment transaction.

### 6.2. Activating the Game Code

To start the Game, the User must visit the designated page on the Website and enter the received Game Code there.

### 6.3. Validity and Use of the Game Code

Each Game Code entitles the holder to strictly single use. The code can only be used to start and complete the specific purchased Game once.

The Game Code is valid for six (6) months from the date of purchase. The Game must be started and finished within this period. The Game can be paused at any time within this period; the time elapsed between starting and finishing is not specifically limited.

The Game Code automatically becomes invalid and unusable after the first successful activation and start of the game, OR upon the expiry of the 6-month validity period, whichever occurs first. Expired codes cannot be reactivated and are non-refundable.

The Game Code is non-transferable to third parties, cannot be resold, exchanged for cash, and cannot be combined with other offers, unless otherwise specified by the Service Provider.

# 7. User Rights and Obligations

## 7.1. Participation Conditions

The User must possess a device suitable for running the Game, equipped with an internet connection and a compatible web browser (smartphone, tablet), and must ensure it has sufficient charge and internet connectivity (e.g., mobile internet) for the entire duration of the game. The User is responsible for ensuring the technical conditions are met.

### 7.2. Safety Regulations and Responsible Gaming

- The User acknowledges that although the Game takes place online, it also involves
  navigation in real physical locations based on the clues received. The User is solely
  responsible for their own safety, actions, and decisions while present at these physical
  locations during the game.
- The Games are designed to be completed safely by following the provided clues and exercising common sense. It is never necessary nor recommended to perform any physical tricks, dangerous stunts, climbing, entering restricted areas, or violating laws to complete the game.
- The User must be aware of their surroundings at all times, including traffic, pedestrians, obstacles, and potential hazards. Do not get completely absorbed in the mobile device screen while moving.
- The User must comply with all applicable laws, regulations, traffic rules (KRESZ), and respect private property boundaries.
- The User can play at their own pace; the Service Provider does not set a time limit during active gameplay. Take breaks as needed.
- It is strictly forbidden to participate in the game under the influence of alcohol or any other substance affecting judgment or coordination.
- The User is recommended to wear clothing and footwear appropriate for the weather conditions for outdoor walking.

The following table summarizes the most important safety rules for better clarity:

### **Important Safety Rules**

Environmental Awareness	Always pay attention to your surroundings! (traffic, pedestrians, obstacles).
No Physical Risk	The game does not require physical skill, dangerous stunts or breaking rules!
Compliance with Laws	Obey traffic rules and local laws, respect private property!
Own Pace	There is no time limit during the game, proceed safely!
Sober Play	Do not play under the influence of alcohol or other psychoactive substances!

### 7.3. Proper Use of the Service

The User undertakes to use the Service and the Game solely for its intended purpose, in accordance with these GTC and applicable laws. Interfering with, hacking, or reverse engineering the operation of the Website or the Game is prohibited. The User may not share the Game Code with third parties before its use. Recording, reproducing, distributing, or publicly displaying the Game's content, puzzles, or solutions is prohibited (see also Section 12).

# 8. Limitation of Liability

# 8.1. User Responsibility

The Service Provider expressly excludes liability for any damage, injury, or loss affecting the User or third parties due to the User's own actions, omissions, decisions made, or failure to comply with the safety rules set out in Section 7.2 during navigation at physical locations in the course of the game. This includes, but is not limited to, traffic accidents, falls due to



inattention, or consequences of trespassing or violating laws. The User participates in the game, including movement at real locations, entirely at their own risk.

### 8.2. Service Availability

The Service Provider strives for the continuous availability of the Website and the Games but does not guarantee uninterrupted and error-free operation. Maintenance, technical failures, or external factors (e.g., internet service outage) may cause temporary disruptions.

The Service Provider is not liable for damages resulting from technical failures beyond the Service Provider's reasonable control, including problems related to the User's device, browser, or internet connection.

### 8.3. Statutory Limits

This limitation of liability does not affect the Service Provider's liability for damage caused to life, limb, or health, for damage caused intentionally or by gross negligence, liability under product liability law, and other cases of liability that cannot be excluded by law.

# 9. Right of Withdrawal

#### 9.1. General Rules

Users qualifying as consumers under the Civil Code are generally entitled under the Government Decree to withdraw from an online contract without reason within 14 days from the date of conclusion of the contract.

# 9.2. Exception for Digital Content

The Service provided by the Service Provider (providing access to the online Game) qualifies as "digital content supplied otherwise than on a tangible medium" according to Article 29 (1) m) of the Government Decree.

Accordingly, a User qualifying as a consumer cannot exercise the 14-day right of withdrawal if the Service Provider began performance (i.e., provided access to activate the Game Code)



with the User's express prior consent, and the User simultaneously declared with this consent that they lose their right of withdrawal upon the commencement of performance.

### 9.3. Requesting Consent

The Service Provider requests the express prior consent and acknowledgment according to Section 9.2 from the User during the ordering process, before finalizing the purchase and delivering the Game Code (e.g., via a mandatory checkbox). If the User provides this consent and declaration, they cannot exercise their right of withdrawal after the Game Code has been delivered and access provided – not even within the 14-day period.

### 9.4. Exercising the Right of Withdrawal

If the User does not provide the consent and declaration specified in Section 9.3 (if the Service Provider offers this option), or if the conditions set out in Section 9.2 are not met for any reason, the User may exercise their right of withdrawal within 14 days from the date of conclusion of the contract (i.e., receipt of the confirmation email). The intention to withdraw must be communicated to the Service Provider with a clear statement (e.g., by email sent to the address specified in Section 2). In case of a valid withdrawal, the Service Provider will refund the amount paid by the User within 14 days from the receipt of the withdrawal notice.

# 10. Implied Warranty

### 10.1. Defective Performance

The Service Provider is liable for defective performance according to the rules of the Civil Code if the Service (e.g., the Game Code, the platform running the Game) does not meet the quality requirements established in the contract or legislation at the time of performance. Defective performance includes, for example, if the received Game Code does not work, or the Game is unavailable due to an error on the Service Provider's side.

### 10.2. Claims

In case of defective performance, the User may, at their choice, primarily request repair (e.g., provision of a working code) or replacement (if applicable), unless fulfilling the chosen claim is impossible or would result in disproportionate additional costs for the Service Provider. If the Service Provider has not undertaken the repair or replacement, or cannot comply with it, the User may request a price reduction, repair the defect themselves or have it repaired by others at the Service Provider's expense, or – as a last resort – withdraw from the contract.

#### 10.3. Procedure

The User is obliged to notify the Service Provider of the defect without delay after its discovery, but no later than within two months from the discovery of the defect. Beyond the two-year limitation period calculated from the performance of the contract, the User can no longer assert their implied warranty rights. Warranty claims must be reported using the contact details provided in Section 2.

# 11. Data Processing

# 11.1. Privacy Policy

The Service Provider processes the User's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation - GDPR) and the provisions of the relevant Hungarian data protection legislation. Detailed rules on data processing, its purpose, legal basis, duration, the User's rights (access, rectification, erasure, etc.), and data security measures are set out in the separate Privacy Policy, which forms an integral part of these GTC.

### 11.2. Consent

By accepting the GTC, the User confirms that they have read and understood the Privacy Policy. For specific data processing purposes (e.g., sending marketing newsletters), the Service Provider may request separate consent.

# 12. Copyrights

### 12.1. Rights Holder

The Website, its entire content, design, as well as all elements of the Games (including the story, puzzles, graphics, texts) are the intellectual property of the Service Provider or its licensors and are protected by copyright. 4

## 12.2. Usage Restrictions

Purchasing the Game provides only a limited license to play as defined in these GTC. The User is expressly prohibited from:

- Reproducing, distributing, modifying, publicly displaying the Game content in any way, or creating derivative works from it.
- Recording the gameplay (audio, video, screen recording) for public distribution purposes.
- Publicly sharing puzzle solutions, walkthroughs, or significant story elements.
- Any commercial use of the Game content.

# 13. Complaint Handling and Legal Remedies

# 13.1. Submitting Complaints

The User may submit complaints regarding the Service or the Service Provider's conduct in writing, to the email address or the postal address specified in Section 2.

## 13.2. Investigating Complaints

The Service Provider will investigate the written complaint received promptly and provide a substantive written response to the User within 30 days following the communication of the complaint. If the complaint is rejected, the reasons for rejection will also be communicated.

### 13.3. Legal Remedy Options

If a legal dispute between the Parties cannot be settled through negotiations, a User qualifying as a consumer may pursue the following legal remedy options:

- Conciliation Body: The User may turn to the Conciliation Body competent according to their place of residence or stay, or the Conciliation Body competent according to the Service Provider's registered office. The details of the body competent according to the Service Provider's registered office are: . The Service Provider hereby declares that it has an obligation to cooperate in the Conciliation Body procedure.
- Online Dispute Resolution Platform (ODR): Proceedings can also be initiated through the online dispute resolution platform operated by the European Commission: https://ec.europa.eu/consumers/odr
- Consumer Protection Authority: May file a complaint with the consumer protection authority (district office) competent according to their place of residence.
- Court Proceedings: Entitled to enforce their claim through court proceedings according to the rules of civil procedure. Jurisdiction is determined by the relevant procedural rules.

## 14. Amendment of the GTC

#### 14.1. Unilateral Amendment

The Service Provider is entitled to unilaterally amend these GTC, particularly in the event of changes in legislation, changes in the characteristics of the Service, or changes in its business circumstances.

## 14.2. Notification and Entry into Force

The Service Provider will publish the amended GTC on the Website. The effective date of the amendment will be indicated in the document. Orders placed before the amendment enters into force are governed by the provisions of the GTC effective at the time of the order.

# 15. Final Provisions

## 15.1. Governing Law

Matters not regulated in these GTC shall be governed by Hungarian law, primarily the Civil Code, the E-commerce Act, and the relevant provisions of the Government Decree.

## 15.2. Severability

If any provision of these GTC is deemed invalid or unenforceable, this shall not affect the validity of the remaining provisions, unless the Parties would not have concluded the contract without the invalid part.

## 15.3. Language

These GTC have been prepared in Hungarian. Any translations are for informational purposes only; in case of discrepancies, the Hungarian version shall prevail.