

MLSZ FanXP MOBILE APPLICATION
GENERAL TERMS AND CONDITIONS**EFFECTIVE AS OF 01.08.2020****Introduction**

1. The present General Terms and Conditions (hereinafter: **GTC**) are those of the below application operated by

NAME	DATA
Company name:	Seyu Solutions Limited Liability Company (Kft)
Short company name:	Seyu Solutions Kft.
Corporate registration no.	06-09-024603
Registered seat (country):	Hungary
Registered seat (city, street):	52. Zakany str. Szeged 6724 Hungary
Tax no.:	26494508-2-06
EU Tax no.:	HU26494508
Statistical no.:	26494508-6209-113-06
Customer Service contact information:	
Phone:	+36301674863
E-mail:	info@seyu.hu

(hereinafter: **Provider**)

NAME	DATA
Name of mobile application:	MLSZ FanXP
Partners:	Hungarian Football Federation

(the mobile application is hereinafter **Application**, and the partners and the legal person operating the partners are hereinafter jointly referred to as **Partner**)

(Provider and Users hereinafter jointly as **Parties**)

2. The Application provides a fan experience for those downloading and using it (hereinafter: **User**) in a way, which enables the User to take a photo through the App, with a tool suitable for taking digital photos, and send it to the Provider through the App. After this, the photo shall appear one or more times on several online platforms (e.g. social media surfaces of Partner and

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Provider) and on the display surfaces on the site of the sport events (e.g. on electronic displays commercial time of the Partner in the stadium during sport events) – as separately agreed upon between the Parties (hereinafter: **Publication**).

3. The Application runs on iOS10 and newer versions in case of iOS smartphones and on 5 or newer versions of Android smartphones.
4. The Application can be downloaded to a smartphone by anyone free of charge.
5. The Application is available in the Apple Store and in the Google Play Store.
6. The use of the Application may generate data traffic.
7. The offline operation of the Application is impossible.
8. Minors (under the age of 18) may only download the Application and use its Services (thus becoming Users), if their legal representatives exercising custody rights over them (hereinafter: parents) give their written consent to that effect. To provide adequate information and to enable giving consent, the Provider shall - upon receiving the electronic mailing address of the parents from the minor who wishes to register - inform the parents via a template of a parental permission containing electronic link(s) to the present GTC (and to the Privacy Policy) as well as to a surface suitable to accept their provisions. This shall serve as a precondition for the authorization of the minor's registration.

If the parents consent, they declare to have read and accepted the present GTC and consent to the use the Application (in accordance with the present GTC) by the minor person represented by them.

In the absence of parental consent, the User registration becomes invalid and minors will not be able to download or use the Application.

I. The scope and amendment of the GTC

1. The present GTC becomes effective by User's express acceptance, which can be given, following the download of the Application, on the electronic surface of the App. The App cannot be used without the GTC being accepted.
2. The present GTC becomes effective of day 1. of month 05.2020 and remains in effect until withdrawn or amended. The effective period of the GTC is indicated in the dates under the title of the GTC above.
3. The Provider may at any time unilaterally amend the GTC upon informing all Users on this pursuant to Article 6:191 (4) of the Act V of 2013 on the Civil Code. Following amendment, by using the Application, Users automatically accept the amended GTC.

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4. If Users indicate to the Provider in writing that they do not wish to accept the amended GTC, the Provider acknowledges this, but as result, Users will no longer be able to use the Services of the Application or the Application itself. Provider shall in every such case delete Users' accounts.
5. The scope of the present GTC shall extend to all legal relationships created as a result of using Provider's Application; it defines the rights and obligations of the Parties, and other circumstances connected to the use of other services.
6. The present GTC shall apply to all Users. The provisions of the present GTC oblige and entitle the Provider, the User and all their representatives, successors and permitted assigns.

II. General conditions

1. Provider reserves all rights regarding the Application, its details and all content displayed therein, as well as regarding the dissemination thereof.
2. All information regarding the operation of the Application and other documents linked to the present GTC shall form part of the GTC and apply to all Users.
3. Provider reserves the right to record all phone or other voice- or video-based communications, in particular complaints, upon prior notification thereon to the other party.
4. By deleting their registration on the dedicated surface of the Application, Users may cease to be users.
5. If the Users consented to receiving newsletters, then the Provider may send them such. Provider is entitled to notify Users regarding events displayed or planned to be displayed in the Application via e-mail or via the Application, and to inform Users about offers and promotions. Users may at any time unsubscribe from these newsletters.
6. By downloading the Application, Users consent to receive tips and advice regarding the use of the Application from Provider (hereinafter: **System Message**). Users acknowledge that System Messages do not quality as newsletters, do not contain marketing messages or event advertisements of any kind nor any similar content. Consequently, until the User has a user account, unsubscribing from System Messages is not an option.

III. Registration

1. User may use the Services of the Application. User status is bound to registration.
2. An Apple ID, a Gmail or a Facebook account are preconditions of registration, as it is only possible via the above. No registration will take place in the Application by providing a user name and a password outside of these, separately.
3. Provider receives Users' personal data from the service providers of Gmail and Facebook accounts, in the case of a registration via these. The effective Privacy Policy [<https://www.seyu.hu/v1-fanxp-privacy-policy.pdf>] shall apply to the safe acquisition, secure processing and strict protection of Users' personal data.

4. During registration, the User shall accept the GTC and the Privacy Policy. Valid registrations may only be issued to persons above 13 years of age.
5. Provider shall confirm Users' registration via e-mail. Provider does not store passwords.

IV. Using the Services

1. Users may use the Application in accordance with the relevant rules.
2. The Application provides a fan experience to Users in a way, which enables them to take a photo through the App, with any device suitable for taking digital photos, and send it to the Provider through the Application. After this, the photo shall appear one or more times on several online platforms (e.g. social media surfaces of Partner and Provider) and on the display surfaces on the site of the sport event (e.g. on electronic displays in the stadium during the Partner's sport event) – as separately agreed upon between the Parties (hereinafter: Publication). The Application expressly serves the purpose of creating connections between the sport teams and their fans enabling their interactive participation in the Partner's fan support activity.
3. On the main page of the Application, the Users can select those sport events to which they wish to send photos.
4. After selecting a sport event, Users can take a photo on any device suitable for taking digital photos, which will be recorded on the screen of this device by the Application as photos. By pressing the 'Next' button, Users can approve the photo taken and continue the process of sending it to the Provider. In case Users do not wish to approve the photo, then, by clicking 'Again' they can take a new photo and restart the process above. In case the 'Again' button is clicked, the Application shall not in any form save or store the previous photo taken.
5. Following the approval of the photo as described in the previous provision, Users can select a fan message from the on-screen selection menu or create their own message. After this, by clicking 'Share', the photo, together with the message created, will be sent to the Provider. By clicking 'Back'/'Return' Users may step back into the previous menu.
6. By clicking 'Share', Users consent to the Publication of the photo, by confirming or declining a message sent by the Application. By confirming Publication, the photo gets sent to the Provider.

V. Prohibited Content

1. Provider shall check the photo made via the Application and sent to the Provider in a manner specified in the present GTC (particularly under this point) (hereinafter: **Provider Check**), and then the designated person of the Partner may also check it (hereinafter: **Partner Check**). Publication of the photo only takes place after this.
2. No text or image content can be subject to Publication in any form below, or in reference to:
 - a. vulgar expressions;
 - b. content violating fundamental human rights (e.g. racism);

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- c. content on drugs, doping agents, psychotropic substances and on tools used to consume drugs;
- d. content displaying sexuality with obscene and salacious openness;
- e. content calling for or condoning violence or conduct that endangers private or public safety and security;
- f. content suitable to detrimentally influence the physical, intellectual, emotional or moral development of children and youth;

- g. content containing weapons, ammunition, explosive ordnances or any means endangering public safety and security;

- h. any other such content, which is contrary to Hungarian law or any other county's law where the sport event is held;
- i. content that violates others' copyright, know-how, trademark or patent;
- j. content qualified as unacceptable by Provider for any justified reason whatsoever.

(hereinafter jointly as **General Prohibited Content**

3. Photo content shall also be subject to checks justified by Partner's (i) contractual relationships (e.g. sponsorship or endorsement contracts), (ii) internal regulations or other legal obligations (e.g. third party intellectual property rights), (iii) other, special circumstances (unwanted fan content or images, etc.) (hereinafter jointly referred to as **Special Prohibited Content**) Special Prohibited Content shall form an inseparable part of the present GTC and is available via the following

<https://www.seyu.hu/v1-fanxp-privacy-policy.pdf>

(General and Special Prohibited Content hereinafter jointly as **Prohibited Content**.)

- 4. Photos depicting or containing Prohibited Content cannot be subject to Publication.

- 5. Photos not or partially containing, depicting natural persons will not be published. In these cases, Publication may take place within the discretion of the Provider. In case the Provider finds the photo aesthetic, the Provider might decide to go forward with Publication.

- 6. Photos, in which the Users or other people (in case of more people, anyone) in the photo do not look into or otherwise interact with the device taking the photo will not be published.

- 7. Photos, in which at least one other photo (painting, drawing) can be seen of anyone other than the User will not be published, except in cases where such photos (paintings or drawings) depict the User, a public figure, a celebrity or a known athlete.

- 8. Detailed description regarding Publication (primarily on refusing Publication) can be found in the FAQ (frequently asked questions) menu of the Provider's website. Information and notices not included in this GTC are to be understood as parts of this GTC and are available to all Users. The link to the FAQ menu is: <https://seyu.hu/en/frequently-asked-questions/>

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9. Neither photos containing Prohibited Content, nor those in complete compliance with the present GTC can be subject to alteration or modification neither by the Provider nor by the Partner, especially not by blocking, blurring Prohibited Content or otherwise digitally altering or doctoring the photo through editing tools.

10. Provider may send Push notifications to Users, with a short reasoning, in case Prohibited Content was identified on the photo sent in by the Users.

11. Provider (and the Partner) may decide to prevent Publication of a photo even if it does not violate Prohibited Content regulations but, according to the Provider or the Partner, Publication is not in the interest of the Provider and/or Partner, or it might adversely affect good will, perception, circle of interest, sponsors or cooperating Partners of the Provider or of the Partner, or even if the Provider decides not to publish the photo. (hereinafter: **Discretion to Prevent Publication**)

12. Users shall not have any right or opportunity whatsoever to question or ask for a review or change of (i) Provider's decisions on refusing Publication of photos that constitute Prohibited Content, (ii) Provider's refusal based on Discretion to Prevent Publication, or of (iii) any other refusals made in accordance with this GTC.

13. Provider shall take all measures that all photos in compliance with this GTC are sent through to Publication, but in no way guarantees Publication. No provision, reference in this GTC and no messages communicated in the course of promoting Provider may be construed as to mean that photos will surely be subject to Publication if Users upload them into the Application and they comply with the GTC.

If Users attempt to publish such photos at least two times, which are not in compliance with this GTC, the Provider may establish contact with the Users and inquire as to the cause of this conduct, helping to orient the Users in correctly using the Application.

15. During Provider Checks, the Provider shall constantly examine whether the photos are in compliance with the present GTC and if compliance is not obvious or unambiguous, Provider shall refuse Publication.

16. Users take full responsibility to compensate all damages caused to and additional costs incurred in any form by Partner, the Provider and other third parties by their Publication of the content of the photos. Users are liable for the entirety of damages. Users may in no way be exempted from liability by the fact that Provider (and the Partner) have subjected the photos to prior Checks and did not prevent their Publication for any reason.

17. In harmony with the above, Users also take full responsibility for any eventual regulatory and administrative offences and crimes (e.g. use of prohibited symbols of authoritarianism, other content in violation of the law, etc.) caused by their Publication of the content of the Photos. In these cases, Provider shall completely cooperate with the competent authorities and provide them with the full extent of data deemed necessary. Users shall in no way be exempt from responsibility by the fact that Provider (and the Partner) have subjected the photos to prior Checks and did not prevent their Publication for any reason.

18. Provider declares that if any of the Users request the Provider to remove any identifiable photos of the Users from the online platforms available to Provider (and other offline surfaces, if the case may be), the Provider shall take all measures to accommodate this request (albeit the

Provider cannot be obliged to comply.) The Partner undertakes to cooperate with the Provider, if the Provider contacts them in this respect and if the photo is identifiable, then the Partner shall delete or remove it from all online and offline platforms available to them within the shortest reasonable time.

19. Users acknowledge and by accepting this GTC expressly accept that the Provider excludes all responsibility arising out of Users' use of the Application, including especially if Users suffer any damage or disadvantage related to, in connection with, or arising out of Publication (because of the content of the photos).

VI. Intellectual Property Rights

1. Application is the intellectual property of Provider. The Provider is the sole holder of the exclusive use rights of the Application as intellectual property, without limitation or restriction and regarding all modes of use.

2. The design and logo of the Application, other trademarks, the layout of the content of the Application, its editing, the selection of content, images, videos, documents and the content as a whole fall under the protection of intellectual property rights afforded by the Act LXXVI of 1999 on copyright (hereinafter: **Copyright Act**)

3. in accordance with the above, it is prohibited to duplicate, process, sell, copy, reuse or to otherwise enter the whole of the Application or any part thereof into commercial circulation without the prior written consent of the Provider.

4. It is prohibited to download – not including content specifically intended for this purpose; electronically store; process, or sell content or parts of content displayed in the Application without the prior written consent of the Provider. Materials may only be transferred from the Application or its databases – except photos taken by the Users stored therein – with a reference to the Application, even if written consent has previously been given.

5. Violation of the Provider's intellectual property rights might have civil (based on Chapter XIII of the Copyright Act) and criminal (primarily based on Chapter XXXVII of Act C of 2012 on the Criminal Code) or other legal consequences set forth by effective and applicable laws.

6. By registering into the Application and accepting this GTC, Users give their irrevocable consent to the Provider and Partner for them to acquire the right to use all photos uploaded into the Application, with the content of this right defined by this GTC.

7. Users declare that by uploading the photos into the Application, they transfer the right to use to the Provider and the Partner on any such photos for an indefinite period of time, free of all (especially territorial) restrictions, and free of charge, which encompasses – without limitation – the following:

7.1 Publication via any online or offline surface, including image displays on sport event locations and displays.

7.2 Reproduction

7.3 Distribution

7.4 Public performance

7.5 Communication to the public via broadcasting or otherwise

7.6 Retransmission of the broadcast work to the public with the involvement of another organization than the original one

7.7 Alternation

7.8 Exhibition

7.9 Use in the course of promoting or advertising the Service, outside of the framework of the Application

(hereinafter jointly as **Right of Use**)

8. Users acknowledge and expressly agree that photos uploaded into the Application may appear on online and offline advertising and marketing surfaces as well as in the leaflets of Provider and Partner.

9. Users expressly declare to ensure the Right of Use free of charge for Provider and the Partner.

10. By uploading the photos into the Application, Users expressly take responsibility to have the consent of others in the photos besides them to the photo being taken and sent to the Provider, to Publication and to transfer the Right of Use on their behalf to the Provider and the Partner. For any damages arising out of an absence of others' consent shall be exclusively borne by the Users uploading the photos. Should any damage or disadvantage be suffered by the Provider or the Partner as a result of an absence of consent mentioned hereunder, Users shall indemnify and compensate them in full.

VII. The Responsibility of the Provider

1. Provider shall take all reasonable measures to be expected so that the information to be found in the Application be current and complete, be regularly updated, and that they always provide full and current information to the User.

2. Provider shall take reasonable due care as can be expected in carrying out the maintenance tasks of the Application.

3. With special regard to data on any events stored in the Application, Provider excludes all liability for any damages arising out of the eventual out-of-date nature, deficiency or incompleteness of information. Provider shall not be liable for any damages or injury arising out of reliance on information displayed in the Application.

4. By accepting the present GTC, Users accept to use the Application at their own risk.

5. Provider shall not be liable for any damages resulting from erroneous or improper use, neither for any eventual pecuniary or non-pecuniary damage or loss of profit arising out of the use of the Application.

6. Users acknowledge that Provider shall not be liable for any errors, virus-caused damage or other kinds of data loss occurring on the Users' devices suitable to take digital photos, neither for

any unlawful access to the Users' said devices or any damage attributable to third parties or connected to force majeure events.

7. Provider may not be held liable for such damages that arise out of opening the Application or incapability to do so. The same applies to the use of the Application and incapability to do so. Provider does not guarantee and warrant the continuous availability of the Application for download, neither its error-, absence- or virus-free operation.

8. Provider excludes all responsibility regarding the reliability, continuous operation and constant (100%) availability of the Application. Provider undertakes to ensure availability on a 99% annual average. Provider excludes responsibility for any errors and failures in access to the Application not attributable to the Provider – e.g. for any technical errors or lapses, time-outs on the Internet-network, any sort of technical outage, break-up, and for any destructive applications and programs placed by third parties (e.g. viruses, worms, macros or hacking activity).

9. Reasons which fall outside of the control of Provider, Partner and User (e.g. war, wildfire, flooding, adverse weather conditions, power outage, strikes, epidemics and pandemics, etc.) exempt any of the Parties herein mentioned from the performance of their obligations under this GTC until such reason exists. Parties agree to take all measures possible to minimize the occurrence of such reasons and circumstances and to mitigate and repair any damage or default caused thereby as soon as possible.

VIII. Rights Reserved - Reservations

1. Provider reserves the right to limit, suspend or terminate access to parts or the whole of the Application or to any function thereof without any advance notice.

2. Provider shall be entitled to limit or restrict User access to the Application if

- a) the User has to any extent violated the present GTC and/or
- b) at least on one occasion intended to subject Prohibited Content to Publication, and/or
- c) by exercising its Discretion to Prevent Publication under this GTC, Provider refuses the Publication of a photo at least on one occasion, and/or
- d) the User uses the Application improperly or in an abusive manner, and/or
- e) the User does not or does not intend to conform to general social norms and convention, and/or
- f) the User exhibits conduct incompatible with the spirit of the Application or violates it, and/or
- g) the User exhibits conduct, which makes it obvious that (s)he does not intend or does not comply with the present GTC.

3. It is the exclusive right of the Provider to decide whether it will inform the User regarding a limitation or restriction of access or, instead, it immediately limits/restricts User access to the Application. Provider shall inform Users on the limitation or restriction via e-mail.

4. Provider reserves the right to modify, update or revoke the whole or any part of the content of the Application at any time, without advance notice.

5. When using the Application, User falls – in every case – within the scope of those current GTC (and Privacy Policy) which are in effect at the time of use.

IX. Management of Complaints

1. The registered seat, the location of complaints management, mailing address and e-mail address as well as the web address and phone number of the Provider may be found under point 1 of the present GTC.
2. Users may file their complaints orally, over the phone or in writing to Provider in German, English and Hungarian regarding Provider's conduct, activity or omission directly connected to the operation of the Application. Provider shall immediately examine all oral, written or phone-communicated complaints and if possible remedy them without delay.
3. If Users do not agree with how complaints are being managed, or if the immediate examination of the complaint is not possible - and if the Users so request in an explicit manner - the Provider shall, without delay, write up a memorandum of the complaints and the Provider's own assessment. In the case of oral complaints, the Provider shall give such memorandum to the User on site, and in the case of e-mail or phone complaints, the Provider shall send the memorandum, at the latest, together with the response on the merits of the complaints (see: under next point).
4. The complaints described in the previous point and written complaints are to be answered on the merits by the Provider within thirty (30) days of receipt in writing, and the results of the examination shall also be sent to the User to the e-mail address given by the User.
5. Provider shall justify its position declining or denying a complaint. In case a complaint was declined or denied, the Provider shall inform the User in writing about which proceedings of which authority or conciliation board may be initiated with the complaint, depending on its nature. The mailing address of the competent authority and of the conciliation board operating at the registered seat of the Provider shall also be provided.
6. If the User wishes to manage its claim in a different manner, the below information shall apply. At the first instance, in administrative cases regarding consumer protection, the consumer protection agencies of the metropolitan and county government offices shall have competence, while at the second instance, the National Consumer Protection Authority shall have national jurisdiction and competence to decide. To access the list of territorially competent agencies and authorities, click: <http://fogyasztovedelem.kormany.hu/>. Territorial competence may be based on the domicile of the User, on the registered seat or premises of the company, and *forum delicti commissi* (the place of committing the violation of the law). Claims can be filed with any competent agency.
7. Conciliation boards shall have an extra-judicial jurisdiction to decide all matters in dispute between the User and the Provider regarding the quality of the Service or any other deficiency thereof. For this purpose, the conciliation board shall attempt to create a settlement between the parties, and if this fails, shall decide on the case to ensure the simple, fast, efficient and cost-effective enforcement of consumer rights. Conciliation boards, if the Provider or User so request, may provide advice on the rights and obligations of the User. Conciliation boards are independent bodies operating attached to the county (metropolitan/Budapest) Chambers of Commerce and Industry.

8. The name, registered seat and mailing address of the competent conciliation board based on the registered seat of the Provider: 6721 Szeged, Párizsi krt. 8-12, e-mail: bekelteto.testulet@csmkik.hu. Web address: www.bekeltetes-csongrad.hu

9. In case they have a cross-border consumer rights dispute, Users residing within the European Union – i.e. if their habitual residence is not in Hungary – can also benefit from an online dispute resolution platform regarding the online use of the service (i.e. use of the Application). The online dispute resolution platform can be accessed via:

<https://webgate.ec.europa.eu/odr/main/?event=main.home.show>

X.Miscellaneous Provisions

1. By using the Application, the User consents to receive software updates. The purpose of these software updates is to extend, repair, further develop the Application, and to inform Users about any eventual new features and functionalities available in the Application.

2. The location of service provision for the Application is Hungary. Accordingly, Provider provides the Services through the Application under and based on Hungarian laws, regardless of the Users' location (country) when using the Application and of the country of the event or sport event, for which the Users upload a photo into the Application.

3. Users accept that Parties primarily intend to settle all legal disputes arising in connection with the use of the Application or the Application itself amicably and shall for this purpose attempt negotiation. The language of negotiation shall exclusively be German, English or Hungarian.

4. By accepting this GTC, Parties expressly accept that they submit themselves to the exclusive decision of the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry (hereinafter: Budapest Court of Arbitration, BCA) regarding any legal dispute on the operation of the Application. The BCA operates under its own Rules of Procedure, the number of arbitrators shall be three, and the language of the proceedings shall be Hungarian.

5. Data of Hosting Provider

Name: Online SAS

Address: BP 438, (75366 Paris CEDEX 08) - France

6. Colleagues of the Provider are at the disposal of users regarding their questions on the content of the GTC during office hours CET, between 9-16 o'clock, via the contact information provided under point I.

7. For all matters not regulated above, relevant Hungarian law and the provisions of the Act V of 2013 on the Civil Code (Ptk.) shall be applicable.

Date: Szeged, Hungary 01.08.2020

Tamas Vecsernyes

CEO

Seyu Solutions Kft.

Provider