Hotelce.com
Conditions of Use

I. Content of the Conditions of Use

1. The present Conditions of Use (**Terms of Use**) contain the conditions of using the information society-related services of Hotelce.com (available at http://hotelce.com) and Szallasguru.hu (available at http://www.szallasguru.hu) (hereinafter together: **Service, Website** or **Hotelce.com**) operated by Szallas.hu Ltd. (3529 Miskolc, Lévay J. u. 2., Hungary; e-mail: info@hotelce.com, hereinafter: **Service Provider**).
2. Visitors of the Website and any person using any service of Hotelce.com are considered users. By starting to use any element of the Service, the User accepts the conditions of the present Terms of Use.
3. The language of the contracts concluded by accepting the Terms of Use is Hungarian and they are not considered written agreements; thus, they are not filed by the Service Provider and are not available at a later date.
4. A third party publishing an accommodation offer on the Website is considered a partner of the Service Provider (hereinafter: Partner). The information included in the data sheet of a given accommodation, i.e. the eventual content of the accommodation offer is always determined by the Partner. The Service Provider assumes no responsibility for the inadequacies of these data sheets or the business behaviour of the Partner.
5. The Service Provider has the right to change the Terms of Use at any time. It notifies the Users on the change in a short notice placed on the starting page. Following the change, a User accepts the modification to the Terms of Use by using any part of the Service. Any notice related to the operation of the Website and its services (e.g. Rules of Competition, etc.), as well as other documents linked to the present Terms of Use (e.g. Privacy Notice, Content Rules) are considered parts of the Terms of Use and are legally binding on all Users.
6. Any service related to Hotelce.com on any website different from Hotelce.com (Facebook.com, Google, etc.) is subject (also) to terms and conditions published on the website in question.
7. Regardless of the language of the Website, the valid Hungarian regulations are applicable to the operation of the Website and the contracts concluded between the Service Provider and the User through using the Website, with the provision that rules on conflict of laws are not applied and the contracts are governed by Hungarian law or law of the country where the Service Provider is based.

II. The most important characteristics and elements of the Service

1. The objectives of the Service are: to publish the collected accommodation offers of the contracted Partners of the Service Provider, to inform Users, to operate an accommodation search service, to forward the Users' requests for quotations and reservations to Partners and to provide a platform for Users for expressing their opinion.
2. According to the provisions of the Law CVIII of 2001 on Electronic Commerce (hereinafter: **LEC**), the running and operation of the present Service is considered an intermediary service. The Service Provider is entitled but not obliged to control the content published or made available by the Users and Partners through their use of the Service. In respect of the information published through use of the Service, the Service Provider is entitled but not obliged to look for signs implying the commission of any unlawful activity.
3. The map and route planner service available on the Website is provided by an external service provider. Some browsers allow geolocation. Information related to sharing data on geographic location is available, for example, here: http://www.mozilla.org/hu/firefox/geolocation/

4. The Service Provider reserves the right to change or delete any content element of Hotelce.com at any time without prior notice, to modify their appearance, content or functioning or to insert advertisements or content presenting its services or any other information.

III. Individual services

1. Requesting price quotes on accommodations

By filling and submitting the quotation request form on the Website, the User can directly request a quotation from the Partner on using an accommodation according to certain parameters. A request for quotation is non-binding and is not considered a reservation. The Partner is expected to send feedback to the User within one workday.
You can read more on the quotation-requesting process here.

2. Booking accommodations

By filling and submitting the data form on the Website, the User can directly book an accommodation from the Partner operating it. On behalf of the Partner, an automatic e-mail confirming the submission of a reservation is automatically sent to the User by the Service Provider's system with „advance room reservation" in the subject line. This letter should not be considered a booking confirmation. The Partner is expected to reply to the User within one working day, but no later than 48 hours after the booking, stating whether he can accept the booking (confirmation or refusal of the booking). By submitting the reservation, the User accepts that a booking confirmation by the Partner establishes a contract between the User and the Partner, which can be terminated only according to the conditions included in the „Cancellation Policy" menu point of the accommodation in question.
According to the Government Regulation 17/1999 (II.5.) on Distance Contracts, the consumer does not have a right of withdrawal in the case of online contracts on services providing accommodation at a previously set date. Errors in the entered data can be corrected in the reservation form before its submission, or, following the submission, by sending a request to the Service Provider or the Partner.
You can read more on the reservation process here.

3. Accommodation search

The User can search accommodations by different parameters. The Service Provider assumes no responsibility for the data appearing here or in the search service using the data of this function, they are purely informative.
For the User's convenience, his/her list of the last-viewed accommodations appears on the page even without a registration if the use of cookies is allowed in the browser.

4. Forwarding an accommodation's data sheet

Any User can inform the owners of e-mail addresses known to him/her about the data sheet of any accommodation on the Website by clicking the envelope icon located in the upper third of the given sub-page („Send to a friend" menu point). After entering the names and e-mail addresses, an automatic mail including the URL of the article is sent to the addresses. The User obliges himself not to violate the rights or rightful interests of the Service Provider or any third party in the freely editable content of the message and not to use the Service for sending false mails.

5. Newsletter

The User can subscribe to a Newsletter. Subscription is done by fully completing a form containing the User's real-life data (including the name and e-mail-address). The newsletter always contains advertisements. Unsubscribing can be done by clicking on the link on the bottom of the Newsletter or by sending electronic or regular mail to the Service Provider.

6. Evaluation

Within the Service, Users can publish opinions, evaluations and content allowed by the Service Provider (hereinafter together: **User Content**) regarding the accommodations previously used in the frame of the Service within the limitations set by the present Terms of Use.

The User obliges himself/herself to follow the detailed provisions on the User Content included in the Content Rules constituting a part of the present Terms of Use (Annex 1). Please, read the document carefully.

The Service Provider only checks the User Content if it is notified of inappropriate content. In this case, the Service Provider evaluates all circumstances at issue on the basis of the available information, and may freely decide to remove the User Content.

7. Customer Service

The Service Provider expects its Partners to provide high-level services to the Users, to always communicate with Users in a polite and helpful way and to post truthful information on the site. If you have any comment or question regarding the Service, please, contact our Customer Service on the following contacts:

e-mail: info@hotelce.com

8. Szallasguru.hu (www.szallasguru.hu)

The Partners of the Service Provider make available some of their offers at especially favourable prices. These offers can be found on the site www.szallasguru.hu. Upon purchasing a voucher, the User can use the discounted offer of the Partner on the dates included therein. The settlement of the specific dates, i.e. the reservation of the accommodation is possible following the purchase of the voucher by separate agreement with the Partner.

After sending a purchase request to the specified e-mail address, an electronic mail will be sent to the User within 48 hours, containing all the information required for the payment of the voucher's price by bank transfer within the given deadline (3 working days). Following the payment of the price of the voucher to the Partner, the Partner sends the discount voucher to the User.

Non-payment of the price of the voucher by the User is considered a withdrawal without consequences. According to the Government Regulation 17/1999 (II.5.) on Distance Contracts, no withdrawal is possible after the payment.

Errors in the entered data can be corrected in the data form before sending the purchase request, or, if it is already sent, by sending a request to the Service Provider or the Partner.

V. Possible violation of rights during the use of the Service and their consequences

1. The use of any system or solution having as a purpose the utilization of the Service in a manner not explicitly allowed in the present Terms of Use or aiming at, allowing or possibly resulting in the dysfunction of the servers used for the operation of the Service or otherwise jeopardizing the proper operation of the Service is forbidden.
2. The Service and the content available on the Website is copyright-protected. The Service Provider is the owner of the copyright in its entirety and the rights protecting the creator of the database. The Service can not be used or exploited in any form other than the intended use of the Service involving reading, displaying on the monitor and the temporary multiplication required for these purposes, as well as saving to the hard disk and printing for personal, non-

commercial purposes, if not allowed by the Service Provider in advance in writing.

3. The Service can only be used in the frame of the legislation in force, without violating the rights of third parties or the Service Provider, and on the condition of following the provisions of the present Terms of Use. If a User uses the Service in a way violating the provisions of the present Terms of Use or other legal norms or misuses the Service in any other manner, the Service Provider is entitled to take the necessary legal action to prosecute the User. Legal action can also be taken against the User in case of his mishandling other persons' data.

VI. Responsibility

1. Considering that the Service Provider provides the Service in its actual state („AS IS"), the Service Provider assumes no responsibility for the accuracy, reliability, error-free operation, completeness and suitability of the Service – including the software used for operating the Service and any content accessible through the Service - for a given purpose. The Service Provider can not be held liable for errors arising due to causes beyond its control and their consequences, such as, for example, technical errors or failures in the Internet, technical downtimes and suspension of the service due to any cause, destructive applications or programmes introduced by other persons (e.g. viruses, worms, macros or the activity of hackers).
2. The Partner bears the responsibility for the truthfulness of the information posted by him/her. The Service Provider declines any responsibility in this respect.
3. The quotation requested by an User and the reservation sent by him/her, as well as the purchase of a voucher results in a contractual arrangement on the use of an accommodation exclusively between the Partner and the User, the Service Provider is not involved in these relations. Please, always check the cancellation policy.
4. The Service Provider assumes no responsibility for inadequacies in the data provided during the use of the Website or any consequence of erroneously submitted data.
5. The Website also includes links to websites operated by third parties. If the Service Provider becomes aware that the page linked by it or the act of linking itself violates the rights of third parties or the valid legislation, it immediately removes the link from the Website. Otherwise, the Service Provider assumes no responsibility for the links made available on the site or the content of the linked web pages and it does not control their content.
6. Only the User is responsible for the use of the Service. The Service Provider declines any responsibility for any pecuniary or non-pecuniary damage or rights violation or any other consequence caused by a User through publishing any content or in any other way or otherwise arising due to the User's behaviour.
7. If a third party or any authority or court lays any claim or starts legal action against the Service Provider because of or in relation to the behaviour of a User, the User is obliged to take any measure required by the Service Provider and to reimburse to the Service Provider any damage, financial loss or cost incurred by the Service Provider because of or in relation to the unlawful conduct of the User.

VII. Duration of the Terms of Use

1. The Service Provider reserves the right to terminate the Service in its entirety at any time without prior notice, in which case the present Terms of Use are automatically repealed.

VIII. Privacy

1. Provisions on the handling of the personal data of Users are included in the Privacy Notice.

Budapest, 19 July 2012

Annex 1

Content Rules

Our mission is to provide a possibility to cultured, refined, polite Users who are able to respect other persons and their opinion and having sufficient self-control for expressing their opinions and exchanging their experiences in the User Content of our pages.

I. General rules

(1) The Service Provider does not archive the User Content, and therefore, if you need to keep the published information for private purposes, please, take care to adequately save and store it. The Service Provider declines all responsibility for damages caused by or related to behaviour violating the safety of information systems – including the use or distribution of viruses or other software capable of causing harm, unauthorized access to private and other data owned by the Service Provider, their destruction, damaging or disclosure, as well as other hacker activities -, the responsibility for such behaviour is borne exclusively by its perpetrator.

(2) The Users can write on the site only after indicating their age, sex and family status or their real name. Only personal information voluntarily given by Users on themselves appears on the site.

(3) The User must use the Service within the framework established by the Conditions of Use, the Content Rules applying to the User Content and the legislation in force.

(4) It is forbidden

(a) to use obscenities, offensive language or expressions causing indignation or fear in others;
(b) to go into personalities, i.e. to make remarks possibly offensive to others (especially comments that can offend other Users because of their age, sex, ancestry, religion, race, nationality, philosofical beliefs, opinion or life situation), or to post content that can negatively affect others' opinion on them, regardless of the truthfulness of these remarks and with special regard to politically exposed persons;
(c) to post or refer to content that can violate the copyright, industrial property rights or trademark rights of others, or to encourage Users to use such a content;
(d) to post personal data, telephone numbers, e-mail addresses or to quote parts of telephone conversations or e-mails, even with the consent of the persons involved. The same applies to the disclosure of any information on other Users, including their passwords;
(e) to post obscene or pornographic materials, offer sexual services or display any content contrary to accepted principles of morality;
(f) to offer products whose distribution is considered a crime or an offence (e.g. druds, psychotropic substances) or requires a licence (e.g. weapons, medicine, dangerous objects), or to offer non-marketable products (e.g. unauthorized foodstuffs, non-transferable bonds) for sale;
(g) to publish or refer to content that can harm or jeopardize the reputation, business interests or public opinion on the Service Provider (or the group of companies it belongs to), with special regard to the public opinion on its products or services;
(h) to override the decisions of moderators and to make accessible the deleted User Content in any manner, or to newly register after the deletion of a User's registration;
(i) to deliberately hinder the service (e.g. flooding, off-topic, script messages)

(j) to voluntarily mislead other Users or those who expect help or answer to their questions on any topic;
(k) to pretend being another User or a staff member or a representative of the Service (e.g. by registering under a similar or easily confusable user name); to use another user account (e.g. belonging to family members or friends) after being banned from the system;
(l) to untruthfully decry or make offensive remarks about products, services and reputation of enterprises;
(m) to post any unlawful content, to urge to commit any offence or crime or imply it by one's conduct, or to provide any information for committing punishable acts (crimes, offences);
(n) to call for a boycott of the services of the Service provider;
(o) to publish advertisments unrelated to the profile of the Service, engage in commercial activities or any activity suitable for promoting business-like economic activities;
(p) to publish offers to sell, to buy or to exchange any goods, to request assistance in such transactions or to post job offers;
(q) post messages with political content and/or related to politics;
(r) to post any content or image capable of negatively affecting the moral development of minors.

Violating any of the above rules may cause the removal of the content at issue and the temporary or permanent banning of the User breaking the rules.

II. Moderation principles

The Service Provider attempts to identify, with the help of moderators, the content or contributions violating the Conditions of Use, actually or potentially harming the interests of the Service Provider or suspected to violate Hungarian law, whenever it is notified of such content.

Moderators can check any User Content at any time.

Moderators may remove the User Content of Users who act in an unlawful manner, violate the Conditions of Use or purposefully or repeatedly disturb the civilized conversation, or can limit the activities of the User related to the Website.

Moderators can not influence the content of individual messages or edit them. Neither can they delete parts of individual comments. However, in case of vulgar content, the content contrary to the accepted principles of morality is replaced by asterisks.

Moderators delete User Content only in especially justified cases. They do not delete User Contents that are not otherwise unlawful even if specifically requested to do so, but the Service Provider reserves the right of the moderators to delete certain User Contents at their own discretion.

Moderators do not need to justify their decisions.

Actions that can be taken by moderators:
- deleting (e.g. comments violating the basic principles are deleted);
- banning the user;
- banning the IP address.