SUBJECT OF TERMS OF USE

The present terms of use ("Terms") includes the terms under which the visitor of the website ("Visitor") may use the website operated by We Love Budapest Korlátolt Felelősségű Társaság (registered seat: 1011 Budapest, Székely utca 2-4. 1. em. 1/1A; registration number: Cg. 01-09-174253; "Service Provider") and that can be found at URL www.welovebalaton.hu ("Site").

By visiting and browsing on the Site, Visitor accepts the following terms regarding the use of the service.

The Service Provider reserves the right to modify or delete any part/item of the Site, to change the outlook, content, operation thereof, to post advertisement, own service or any other content thereon, without giving any prior notice to the Visitor.

THE SITE

Visitor may use the Balaton related content published on the Site free-of-charge, in particular Visitor may access to articles on the Site relating to the lake of Balaton and can search among the services available in Balaton under different criteria prepared by the Service Provider.

Visitor may comment on and rate the contents of the Site. Visitor may only be able to comment on and rate a given content if Visitor logs into his/her Facebook or Google+ account and allows for the Site to use the WeLoveBalaton application, which ensures connection between the Site and the Facebook or Google+ account. By allowing the use of the application ensuring connection, Visitor authorises access to his/her Facebook or Google+ general information (to his/her public profile (in particular name, profile picture), list of friends, Facebook or Google+ e-mail address), and allows that his/her comments appear on his/her Facebook or Google+ wall. In case Visitor does not wish his/her comments to appear on his/her Facebook or Google+ wall, Visitor may prohibit that prior posting the comment. The terms of use and privacy policy of Facebook and Google are applicable with respect to shared content.

RULES OF USING THE SITE AND COMMENTING

It is prohibited to use any system or solution which aims at, makes it possible or results in shutting down the servers used for the operation of the Site, or which threatens the operation of the Site. It is prohibited in the comment of the Visitor in particular to: (i) upload, share or disclose in any other way works which are under copyright or any other protection, if the Visitor is not entitled to such use of the given work; (ii) make untrue, misleading statements, statements which represent true
facts in an untrue form, statements which harm personal rights of third parties, as well as sharing or disclosing in any other way contents which may potentially harm other third parties' or the Service Provider's rights; (iii) share or disclose in any other way advertisement; (iv) disclose obscene, pornographic, sexual, discriminative content, as well as disclose contents which are unlawful or which can be disapproved; (v) collect, use, disclose personal data of other Visitors.

The Site may be used exclusively within the framework of legislation in force, without infringing third parties' and Service Provider's rights, and in compliance with the present Terms. In case Visitor's use of the Site is violating the present Terms or applicable laws, or if Visitor is abusing the Site, Service Provider is entitled to delete comments made by the Visitor and block the visitor without giving any prior notification.

**COPYRIGHTS**

The look of the Site, selection, arrangement, editing of its content, as well as the content on the Site (in particular but not limited to any article, photo, video, art work and other copyrighted work) is fully under copyright protection due to its individual, original nature. Service Provider has initiated on its own behalf and at its own risk the creation of database from the contents published on the Site, ensures required investment thereto, and the content on the Website is considered as the intellectual property of the Service Provider as the creator of database and the editor of the contents published on the Site as collective work. The copyright owner is the Service Provider, so only the Service Provider may authorise others the use of the content.

The Service Provider reserves every right in connection with copying or distributing any part of the Site by any kind of method.

Without the prior written authorisation, consent of the Service Provider, it is prohibited to reproduce, communicate/recommunicate to the public, process, sell/distribute, store, copy, reuse and cut the content of the Site or any part thereof. Furthermore, this prohibition shall cover the so-called mirroring of the Site, which is aimed at downloading the Site's content and recommunicating it to the public. Visitor – only for private purposes – may save or print certain parts of the Site's content, however, Visitor is not entitled to use, distribute, store in database, download, commercially distribute the reproduced part of the Site's content.

Information published on the Site may only be taken over, if unambiguous reference to the Site (www.welovebalaton.hu) is given, and if the information published on the Site is taken over in an unchanged form.
The www.welovebalaton.hu registered domain name excluding the reference and the welovebalaton registered trademark can only be used if the Service Provider has previously consented thereto in writing.

Violation of copyright can have civil law (Chapter XIII of Act LXXVI of 1999 on Copyright) and criminal law (Chapter XXXVII of the Criminal Code) consequences.

**LICENSE AGREEMENT**

By accepting the present Terms a license agreement is concluded between the Visitor and the actual owner/operator of the Service Provider regarding the work disclosed in the comment. By disclosing these works in the comment, the Visitor grants exclusive, geographically unlimited, perpetual, transferable, sub-licensable, royalty-free license to the Service Provider. This license shall include any use in particular but not limited to the right to reproduction, distribution, communication to the public, use at public performance, exhibition and adaptation. Service Provider is entitled to act on its own behalf in case of third party copyright infringements.

**LIABILITY**

Service Provider endeavours to disclose accurate, trustworthy and reliable information, however, Service Provider shall not be liable for damages arising from incorrect, inaccurate information.

Furthermore, Service Provider shall not be liable for failures occurring beyond its reasonable control (force majeure), such as technical failure or outage in the Internet network, any kind of technical outage, intermission, activities harmful to the security of IT systems, destructive applications or programs (for example: viruses, worms, macros or hacker activities).

The Site may contain links to websites (advertisements) operated by third parties. Service Provider immediately removes these links from the Site if Service Provider becomes aware of their unlawful nature. Beyond the aforementioned, Service Provider shall not be liable for the content of websites accessed through these links.

Service Provider shall not be liable for the contents posted by Visitors (including in particular comments, links). The individual posting the message and other content shall be liable for the content thereof. In case Service Provider becomes aware that an opinion, comment or other content is violating third parties' rights or is infringing applicable law, Service Provider is entitled to immediately remove the disputed content.

Service Provider shall not be liable for damages incurred due to the unauthorised use of Visitors' accounts, regardless the Visitor was or was not aware of such use. Visitor
shall exclusively be liable for damages caused to the Service Provider or third party by the unauthorised use of the Visitor's account.

By visiting and browsing on the Site Visitor acknowledges that the content disclosed on the Site can be obtained by third parties, and that Service Provider is not obliged to update the content published on the Site, and that those contents reflect their status when they were published on the Site.

**DATA PROCESSING**

Processing of Visitors' personal data is regulated by the [Privacy Policy](#). We declare that data management at We Love Publishing Kft. is in compliance with the applicable laws. The AAT (Data Protection & Privacy Information) can be found [here](#).

**MODIFICATION**

Present Terms shall be unilaterally modified by the Service Provider any time, nonetheless, Service Provider shall inform Visitors on the Site about the modification. By using (browsing on) the Site and disclosing comment on the Site, Visitor shall accept the modification of the Terms.

**APPLICABLE LAW**

The present Terms shall be governed by the laws of Hungary.

Effective as of: 2021-10-01