

General Terms and Conditions

This document (hereinafter referred to as *the "GTC"*) sets out the rights and obligations of PINTAKOL LIMITED COMPANY (hereinafter referred to as *the "Service Provider or the Contractor"*) and the Customer (hereinafter referred to as the *"Customer, Consumer, User, Customer or Guest"*), who uses the (partly e-commerce) services provided by the Service Provider through the website www.thermalhotelgarden.hu (hereinafter referred to as the *"Website"*), collectively referred to as the *"Parties"*.

This document will not be filed, it is concluded in electronic form only, it is not a written contract, it is written in Hungarian, it does not refer to a code of conduct. If you have any questions regarding the operation of this website, please contact us at the contact details provided.

These GTC apply to the legal relations on the Service Provider's website (<https://thermalhotelgarden.hu>) and its subdomains. These GTC are permanently available on the following website: <https://thermalhotelgarden.hu/aszf> and can be downloaded and printed at any time from the following link: <https://thermalhotelgarden.hu/aszf.pdf>

1. PROVIDER DETAILS:

The name of the service provider is Pintakol Ltd.

The service provider is located at 4200 Hajdúszoboszló, Debreceni út 6.

Contact details of the service provider and the electronic mail address regularly used for contacting customers: info@thermalhotelgarden.hu Company registration number: 09-09-030548

Tax number: 26143037-2-09

Phone: +36-20-215-8112

Language of the contract: Hungarian

Name and address of the hosting provider: Rackhost Zrt., 6722 Szeged, Tisza Lajos körút 41.

2. BASIC PROVISIONS:

2.1. Issues not regulated in these Rules and the interpretation of these Rules shall be governed by Hungarian law, in particular with regard to the relevant provisions of Act V of 2013 on the Civil Code ("Civil Code") and Act CVIII of 2001 on certain issues of electronic commerce services and information society services (Act on electronic commerce), and the detailed rules of contracts between consumers and businesses (Government Decree No. 45/2014 (26.II.)). The mandatory provisions of the relevant legislation shall apply to the parties without any specific stipulation.

2.2. These Rules shall enter into force on 09 February 2013 and shall remain in force until

revoked. The Service Provider is entitled to unilaterally amend these Rules (circumstances giving rise to amendment: changes in legislation, business interests, changes in the company).

amendments will be published by the Service Provider on the website 11 (eleven) days before they enter into force, during which period the User has the right to withdraw from or terminate the contract. By using the website, Users agree that all regulations relating to their use of the website shall automatically apply to them.

2.3. The User, when accessing the website operated by the Service Provider or reading its content in any way, even if he/she is not a registered user of the website, acknowledges that he/she is bound by the provisions of the Regulations. If the User does not accept the Terms and Conditions, he/she is not entitled to view the content of the website.

2.4. The webshop, <https://thermalhotelgarden.hu> domain, operates in Hungary; it is also maintained here. As the site can be visited from other countries, users expressly acknowledge that Hungarian law is the governing law in the relationship between the user and the Service Provider. If the user is a consumer, the court of the defendant's (consumer's) domicile shall have exclusive jurisdiction over the consumer in disputes arising from this contract pursuant to Article 26 (1) of the Civil Code. With regard to other property law matters, the User and the Service Provider submit to the exclusive jurisdiction of the Debrecen Court (Article 27 (1) of the Civil Code - jurisdiction agreed by the parties).

2.5. The Service Provider reserves all rights with respect to the website, any part thereof and the content displayed thereon, as well as the distribution of the website. You may not download, electronically store, process or sell the content of the website or any part thereof without the written consent of the Provider.

2.6. The information on this website may not be valid in other countries. It is possible that some places prohibit their use or reading. The Service Provider cannot be held responsible for cases where someone accesses the pages from a place and uses the information found in a way that is prohibited by local law.

2.7. These "General Terms and Conditions" govern the use of the Service Provider's services.

2.8. Specific, individual terms and conditions do not form part of the General Terms and Conditions, but do not preclude the conclusion of separate agreements with travel agents, tour operators, with different conditions for each type of business.

3. INTERPRETATIVE PROVISIONS:

3.1. Consumer: a natural person acting outside the scope of his or her profession, self-employment or business activity.

3.2. Service: a service available on the website <https://thermalhotelgarden.hu>, i.e. accommodation booking.

3.3. Operator/Service Provider: the provider of the website <https://thermalhotelgarden.hu>.
For details, see section 1.

3.4. User: a visitor to the website.

3.5. Guest: the recipient of the service provided by the service provider.

4. AUTHOR

4.1. The services provided by the Service Provider are used by the Guest.

4.2. If the order for services is placed directly by the Guest to the Service Provider, the Guest is the Contracting Party. The Service Provider and the Guest together become contracting parties (hereinafter referred to as Parties), provided that the conditions are fulfilled.

4.3. If the order for the services is placed by a third party (hereinafter referred to as the Intermediary) on behalf of the Guest, the terms of cooperation shall be governed by the contract concluded between the Service Provider and the Intermediary. In this case, the Service Provider shall not be obliged to verify whether the third party legally represents the Customer.

5. USE/RESERVATION OF SERVICE

5.1. By making a reservation on the website, the User declares that he/she has read and accepted the terms of these GTC and the "Privacy Policy" published on the website and consents to the processing of data.

5.2. To start the booking, you can go to the above menu bar and click on "price calculation and booking", where you have to select the check-in and check-out dates and enter your personal details.

5.3. The User is required to provide his/her real data when making a reservation. In case of false data or data that can be linked to another person, the resulting electronic contract is null and void. The Service Provider excludes its liability if the User uses its services in the name of another person and with the data of another person.

5.4. The Service Provider shall not be liable for any defective performance by the Service Provider due to incorrect and/or inaccurate data provided by the User, or for any other problems or errors.

5.5. The Accommodation Service Contract is for a fixed period of time. If the Guest permanently leaves the room before the end of the fixed period, the Service Provider is entitled to the full price of the service provided for in the Contract. The Service Provider is entitled to resell the room vacated before the expiry date.

5.6. Guests are required to provide proof of identity in accordance with the legal requirements prior to occupying the room in order to receive the accommodation service. No one may stay in the hotel without prior notification.

5.7. Any extension of the accommodation service initiated by the Guest requires the prior consent of the Service Provider. In this case, the Service Provider may request reimbursement of the service already provided. Any modification and/or amendment of the Contract shall require a written agreement signed by the Parties.

5.8. The hotel offers early arrival and late departure, subject to availability, for a fee. If you wish to use this service, please inform the reception desk the day before your arrival.

6. RANGE OF SERVICES AVAILABLE

6.1. The service displayed on the website can only be ordered online. The prices displayed for the rooms are in HUF and include VAT as required by law.

6.2. On the website, the Service Provider will provide details of the types of rooms available and display a photo of the rooms. The images displayed on the website may differ from the reality and may be used as illustrations. We cannot be held responsible for any discrepancy between the image on the website and the actual appearance of the room.

6.3. If a promotional price is introduced, the Service Provider will fully inform Users about the promotion and its exact duration.

6.4. If the Service Provider, despite all due care, displays an incorrect price on the website, in particular a clearly incorrect price, e.g. a "0" Ft or "1" Ft price, which is significantly different from the commonly known, generally accepted or estimated price of the room, or a "0" Ft price due to a system error, the Service Provider is not obliged to provide the service at the incorrect price, but may offer the correct price, in the knowledge of which the Customer may withdraw from the purchase.

6.5. In the case of incorrect prices, there is a striking discrepancy between the true price of the service and the advertised price, which the average consumer should be able to detect immediately. According to Act V of 2013 on the Civil Code (Civil Code), a contract is concluded by the mutual and consensual expression of the will of the parties. If the parties cannot agree on the contractual terms, i.e. if there is no mutual and unanimous expression of the will of the parties, the contract is not a valid contract, which would give rise to rights and obligations. On this basis, an order confirmed at an incorrect/incorrect price shall be considered as a void contract.

7. ORDER PROCESS

7.1. User starts the booking.

7.2. The User must first enter the check-in and check-out times, then select the number of guests, their age, and later the available room and related services.

7.3. You can then click on the "finalise booking" button to send your booking, after providing the personal details requested there.

7.3.1. Payment methods:

On the website:

A. By bank transfer: the User must transfer the advance payment for the ordered services to the bank account indicated in the confirmation e-mail within 3 days (this may be modified in some offers).

To validate a reservation, the User must transfer the deposit specified in the booking guarantee to the Service Provider within 3 days, as follows. When making the transfer, please indicate the booking reference number in the note!

Account holder name: Pintakol Kft. Account
holder bank name: OTP Bank Bank account
number: 11703020-21442324-00000000 SWIFT:
OTPVHUHB
IBAN: HU27 1176 3385 5598 7882 0000 0000

Accepted cards: Visa, Maestro, Mastercard, OTP Széchenyi Pihenőkártya, MKB Széchenyi Pihenőkártya, K&H Széchenyi Pihenőkártya.

B. Online payment: guests can pay the deposit by credit or debit card. In this case, the transaction is made through the Simplepay online payment platform operated by OTP Mobil Kft. The hotel does not see or store the guest's card details in any form. For payment, the booking process is redirected from the hotel's website to the Simplepay interface and then back to the hotel's website after a successful transaction.

At the hotel:

By cash or credit card: the User pays for the service at the Service Provider's headquarters by credit card or cash.

Accepted cards: Visa, Maestro, Mastercard, OTP Széchenyi Pihenőkártya, MKB Széchenyi Pihenőkártya, K&H Széchenyi Pihenőkártya.

7.4. By making a reservation, the User acknowledges that he/she is liable to pay.

7.5. Correction of data entry errors: in any case, before completing the order process, the User can go back to the previous phase and correct the data entered.

7.6. User will receive a confirmation e-mail after sending the reservation. If this confirmation is not received by the User within a reasonable period of time, depending on the nature of the service, but not later than 48 hours after the User's reservation has been sent, the User shall be released from any obligation to make an offer or to enter into a contract. The reservation and its confirmation shall be deemed to have been received by the Service Provider or the User when it is made available to the latter. The Service Provider shall not be liable for the confirmation if the confirmation is not received in time because the User has entered an incorrect e-mail address when making the reservation, or because the storage space of the User's account is full and the User is unable to receive messages, or if the incoming messages are received in a page/folder other than the folder (e.g. spam, promotional folder).

7.6. By accepting the General Terms and Conditions, the Guest acknowledges and agrees that the Service Provider will issue an electronic invoice for the fees payable and the amount paid by the Guest to the Service Provider for any reason, which the Guest can pick up at the reception desk or, upon request, can be sent by e-mail.

7.7. When issuing the invoice for the amounts paid/paid, the Service Provider will use the data provided by the person making the reservation in the case of online reservations, and by the person making the reservation in the case of reservations by e-mail or telephone. In the case of a transfer, the Service Provider can only issue the invoice in the name of the person who transferred the amount.

7.8. The information provided by the Guest (name, address, tax number if applicable) will be included in the "Customer" section of the invoice. Within 1 day after the reservation has been made, the Guest may request a modification of the data provided, after which the modification will no longer be possible.

8. PRICES

8.1. The current package prices/rates can be found on the hotel's website under *"Our offers"* or on the
You can find them under *"Price calculation/Booking"*.

8.2. The Service Provider is free to change its advertised prices without prior notice.

8.3. When quoting prices, the Service Provider shall indicate the rate of the tax content (VAT, IFA) applicable at the time of the offer, as regulated by law. The Service Provider shall apply the tax and

law (VAT, IFA) will be passed on to the Contracting Party, subject to prior notification.

8.4. The Guest acknowledges that the full room rate is payable on the day of arrival and any on-site consumption on the day of departure.

8.5. The discounts advertised cannot be combined with any other discounts.

8.6. In the case of reservations of products subject to special conditions, group bookings or events, the Service Provider may establish conditions laid down in an individual contract.

8.7 Child benefits:

Children sharing a room with their parents are entitled to the following discounts on accommodation and meals:

– 0 - 3 years 100%

– 4 - 10 years 50% discount on extra beds.

Extra beds are only available in certain room types. Extra beds must be agreed with the service provider at the time of booking.

9. HOW TO USE THE SERVICE

9.1. The Guest may check in from 14:00 on the day of arrival and check out by 10:00 on the last day of stay.

9.2. If the Guest does not leave the room by 10.00 a.m., a room rate of 10.000 HUF will be charged automatically, until 12.00 p.m. and from 12.00 p.m. onwards the total room rate valid for the day will be charged.

9.3. Late check-out is subject to availability, please check with our reception staff.

9.3 In the case of arrival after 18:00, the Service Provider can only hold the room if the User has notified the Service Provider in advance.

10. RESERVATION RIGHT

10.1. By accepting the present GTC, the user who is a consumer expressly acknowledges that the right of termination set out in Government Decree 45/2014 (26.II.) is not applicable with regard to Article 29 (1) (I) of the Decree, given that in the case of a contract for the provision of accommodation or a contract for the provision of services related to leisure activities, the deadline or period of performance specified in the contract is stipulated.

10.2. More detailed information on the right of termination can be found in Government Decree 45/2014 (26.II.) on the detailed rules of contracts between consumers and businesses.

11. CANCELLATION CONDITIONS

11.1. Unless otherwise stated in the hotel confirmation, the cancellation of the accommodation service is free of charge and can be made until 18:00 local time on the 14th day prior to the arrival date. Exceptions to this rule are the cancellation of certain packages without penalty (e.g. 30 days), which will be included in the confirmation e-mail.

11.2. Within 14 days of the check-in date, or within the cancellation period specified for special packages, in the event of cancellation by the Guest, the deposit will be refunded.

- as a penalty function - belongs to the hotel. The deposit will be refunded to the Guest only in case of force majeure (such as an officially imposed quarantine or travel restriction). The deposit and therefore the penalty is 30% of the total price.

11.3. Cancellation can only be made in writing by the Guest by e-mail or by clicking on the "cancel reservation" icon in the confirmation e-mail. The written cancellation must be received by the hotel by the indicated date.

11.4. If the Contracting Party has not ensured the use of the accommodation services by advance payment or by other means provided for in the Contract, the Service Provider is entitled to refuse the service.

11.5. If the Contracting Party has secured the use of the accommodation services by advance payment or other means provided for in the Contract and does not arrive by 18:00 local time on the day of arrival or does not give notice of arrival later, the Service Provider is entitled to a penalty of 30% of the total price and may resell the room to another person.

11.6. If the guest does not arrive on the indicated date and no cancellation has been made, the Hotel is not obliged to inform the Customer - unless the Customer arranges otherwise - and the room can be rented for the remaining period of the order.

12. OTHER CONDITIONS

12.1. Pets

12.1.1. Only small, house-trained, hypoallergenic dogs (up to 5 kg, hunting and fighting breeds are not accepted) are allowed in the Service Provider's hotel, subject to prior arrangement, for an extra charge, which does not include boarding for dogs. Bringing other animals into the hotel is strictly prohibited.

12.1.2. Pets can be kept in the hotel room under the supervision of the Guest, and can use the common areas to access the rooms. Pets are not allowed in the hotel's restaurant, wellness areas and pools.

12.1.3. Guests with dogs can only stay in Standard rooms on the ground floor.

12.1.4. The Guest is fully responsible for any damage caused by the pet and for ensuring that the pet does not disturb other guests. If the Guest does not comply with our rules in this respect, the Service Provider is entitled to ask the Guest to leave.

12.2. Refusal to perform the contract, termination of the service obligation

12.2.1. The Service Provider is entitled to terminate the Accommodation Service Contract with immediate effect and thus refuse to provide the services if:

- a) the Guest does not use the room or the facility for its intended purpose,
- b) the Guest behaves in a manner that is inappropriate, rude, abusive, under the influence of alcohol or drugs, threatening, abusive or other unacceptable behaviour towards the security, order, safety or employees of the Service Provider,
- c) the Guest is suffering from a communicable disease,
- d) the Contracting Party fails to fulfil its payment obligations under the Contract by the specified date.

12.2.2. If the contract between the parties is not fulfilled for "force majeure" reasons, the contract will be terminated.

12.3. Illness or death of the guest

12.3.1. If the Guest falls ill while using the accommodation service and is unable to act on his/her own, the Service Provider will offer medical assistance.

12.3.2. In the event of the illness/death of the Guest, the Service Provider shall claim compensation from the relatives, heirs or bill payers of the sick/deceased person for any medical and procedural expenses, for the value of services used prior to the death, and for any damage to equipment and furniture caused by the illness/death.

13. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTY (GUEST). LIABILITY FOR DAMAGES

13.1. Under the Contract, the Guest is entitled to use the reserved room and the Service Provider's facilities for their intended purpose, which are included in the normal scope of services and are not subject to special conditions.

13.2. The Guest may complain about the performance of the services provided by the Service Provider during the stay at the hotel. During this period, the Service Provider undertakes to deal with any complaint submitted to it (or recorded by it) with written proof. For more information on the complaints handling procedure, please refer to section 19.

13.3. The Contracting Party shall pay the consideration for the services ordered in the Contract by the date and in the manner specified in the Contract.

13.4. The Guest shall ensure that any child under the age of 18 who is under the responsibility of the Guest is only under the supervision of an adult.

13.5. The Guest shall be liable for all damages and losses suffered by the Service Provider or third parties due to the fault of the Guest or his/her companion or other persons under his/her responsibility. This liability shall also apply if the injured party is entitled to claim compensation for his/her damage directly from the Service Provider.

13.6. Guests are not allowed to bring their own food or drinks into the hotel.

13.7. Guests can park their vehicles free of charge in our uncovered and unguarded car park. All guests enter and park in the Service area at their own risk. The Service Provider shall not be liable for any damage to vehicles.

13.8. You must drive in the car park in accordance with the Highway Code. The maximum speed limit for vehicles is 20 km/h.

13.9. The Guest may use the tools and equipment on the premises of the complex exclusively at his/her own risk and in accordance with the instructions for use/operation posted on the site.

13.10. Pursuant to the implementation of Act XLII of 1999 on the Protection of Non-Smokers and Certain Rules for the Consumption and Distribution of Tobacco Products, the Service Provider's hotel is a non-smoking establishment. Accordingly, smoking is prohibited in the enclosed areas (including rooms, balconies), common areas and all open areas of the hotel (including terraces, balconies, parking lots, etc.) of the Service Provider, except in designated areas. The Service Provider has placed signs in the areas required by law to remind the guests of their obligation to comply with the said legislation. The Service Provider's employees are entitled to warn guests and any other person on the Service Provider's premises to comply with the law and to cease any unlawful behaviour. Guests and any other person on the Service Provider's premises are obliged to comply with the law and to comply with any such warning. If the Service Provider is fined by a competent authority under the said legislation for the unlawful conduct of any guest or other person on the Service Provider's premises, the Service Provider reserves the right to charge the amount of the fine to the person who has committed the unlawful conduct or to demand payment of the fine.

13.11. In case of fire, the Guest is obliged to inform the reception immediately. In case of fire or other alarm, the Guests are obliged to leave the rooms or the common areas of the Service Provider as soon as possible, according to the information posted there. In case of fire, the use of the lift is prohibited.

13.12. Guests sharing the use of the rooms and the equipment and furnishings of the Service Provider are jointly and severally liable for any damage caused by improper use.

13.13. The consent of the Service Provider must be obtained before the installation of any electrical appliances brought into the accommodation by the Guests which are not part of the normal travel necessities.

13.14. Please dispose of all rubbish in the rubbish bins located in the complex and in the rooms. It is not allowed to move furniture out of the room or the building.

13.15. Fireworks and other licensed activities brought by the guest require the written consent of the hotel and the hotel guests must obtain official permits.

13.16. The Guest expressly acknowledges that the hotel operates a closed-circuit camera system in the common areas of the hotel (excluding changing rooms, restrooms, etc.) for security reasons, the recordings of which will be deleted after 1 week in accordance with the applicable legal requirements.

14. THE PROVIDER'S RIGHTS AND OBLIGATIONS, LIABILITY FOR DAMAGES

14.1. If the Guest does not fulfil his/her obligation to pay the fees for the services used or ordered in the Contract but not used, the Service Provider shall be entitled to a lien on the Guest's personal property that he/she has brought with him/her to the hotel to secure his/her claims.

14.2. The Service Provider shall provide the accommodation and other services ordered under the contract in accordance with the applicable regulations and service standards and shall investigate the guest's written complaint and take the necessary steps to solve the problem, which shall be recorded in writing.

14.3. The Service Provider shall be liable for any damage caused to the Guest within its facilities due to the fault of the Service Provider or its employees.

14.4. The Service Provider shall not be liable for damage caused by an unavoidable cause beyond the control of the Service Provider's employees and guests, or caused by the guest himself.

14.5. The Service Provider may designate places in the hotel where the Guest is not allowed to enter. The Service Provider shall not be liable for any damage or injury caused in such places.

14.6. The Guest must immediately report the damage to the hotel and provide the hotel with all the necessary information to clarify the circumstances of the damage, possibly for the police report/police procedure.

14.7. The Service Provider shall also be liable for any loss, destruction or damage to the Guest's belongings, if the Guest has placed them in the place designated by the Service Provider or in the room where they are usually kept, or if the Guest has handed them over to an employee of the Service Provider who is entitled to receive them.

14.8. The Service Provider is only liable for valuables, securities and cash if the item has been expressly accepted for safekeeping or if the damage has been caused by a cause for which the Service Provider is liable under the general rules. In this case, the burden of proof is on the Guest.

14.9. The maximum amount of compensation is five times the amount of the accommodation price under the Contract, unless the damage is less.

14.10. The concierge service, which is in permanent charge of the complex, is authorised to check the entry and exit of guests, to establish their identity and, where justified, to search vehicles on exit.

15. VIS MAJOR

15.1. Any cause or circumstance (for example; war, fire, flood, adverse weather, power failure, strike) over which a party has no control (force majeure) shall relieve either party from performing its obligations under the Contract for so long as such cause or circumstance exists. The Parties agree to use their best endeavours to minimise the possibility of such causes or circumstances occurring and to remedy any damage or delay caused thereby as soon as possible.

16. LIBERTY

16.1. Incorrect performance

The debtor is in default if the service does not meet the quality requirements laid down in the contract or by law at the time of performance. Failure to perform

the debtor is at fault if the claimant knew of the fault at the time of the conclusion of the contract or should have known of the fault at the time of the conclusion of the contract.

Any term in a contract between a consumer and a business which derogates from the provisions of this Chapter relating to guarantees and warranties to the detriment of the consumer shall be void.

16.2. Accessories warranty

16.2.1. In which cases can the User exercise the right to a warranty?

In the event of defective performance by the Service Provider, the User may assert a claim for warranty against the Service Provider in accordance with the rules of the Civil Code.

16.2.2. What are the User's rights under a warranty claim? The User may, at his/her option, make the following warranty claims: repair or replacement, unless the fulfilment of the claim chosen by the User is impossible or would involve disproportionate additional costs for the company compared to the fulfilment of another claim. If the repair or replacement is not requested or could not be requested, the User may request a proportionate reduction in the price or have the defect repaired or replaced at the expense of the undertaking or, as a last resort, may withdraw from the contract. The User may transfer his right of warranty from one of his chosen rights to another, but the cost of such transfer shall be borne by the User, unless it was justified or the enterprise gave a reason for it.

16.2.3. What is the time limit for the User to claim under the warranty? The User must notify the defect immediately after its discovery, but not later than two months after the discovery of the defect. Please note, however, that you may not claim for any damages beyond the two-year limitation period from the date of performance of the contract.

16.2.4. Who can you claim against?

The User may assert a warranty claim against the Service Provider.

16.2.5. What other conditions are there for the enforcement of your rights under the warranty?

Within six months from the date of performance, there is no other condition for the enforcement of the warranty claim other than the notification of the defect, if the User proves that the product or service was provided by the company operating the webshop. However, after six months from the date of performance, the User shall be obliged to prove that the defect discovered by the User existed at the time of performance.

17. THE PROCEDURE TO FOLLOW IN THE EVENT OF A WARRANTY CLAIM

17.1. In a contract between a consumer and a business, the agreement of the parties may not derogate from the provisions of the Regulation to the detriment of the consumer.

17.2. The onus is on the consumer to prove that the contract has been concluded (with an invoice or even just a receipt).

17.3. The costs related to the fulfilment of the warranty obligation shall be borne by the Service Provider (Civil Code, § 6:166).

17.4. The Service Provider is obliged to keep a record of the consumer's warranty claim notified to him.

17.5. A copy of the report shall be made available to the consumer without delay in a verifiable manner.

17.6. If the Service Provider is unable to declare the enforceability of the consumer's warranty claim at the time of its notification, it shall notify the consumer of its position within five working days in a verifiable manner, including the reasons for the rejection of the claim and the possibility of recourse to the conciliation body.

17.7. The Service Provider shall keep the minutes for three years from the date of their recording and shall produce them at the request of the supervisory authority.

17.8. The Service Provider must endeavour to carry out the repair or replacement within a maximum of fifteen days.

18. MIXED PROVISIONS

18.1. The Service Provider may use an intermediary to fulfil its obligations. The Service Provider shall be fully liable for any unlawful conduct of the Service Provider, as if the unlawful conduct had been committed by the Service Provider.

18.2. If any part of these Terms and Conditions becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining parts shall not be affected.

18.3. If the Service Provider fails to exercise a right under the Rules, the failure to exercise that right shall not be deemed a waiver of that right. No waiver of any right shall be valid unless expressly stated in writing. The fact that the Service Provider does not strictly adhere to a material term or condition of the Terms and Conditions on one occasion does not mean that it waives its right to insist on strict adherence to that term or condition in the future.

18.4. The Service Provider and the User shall try to settle their disputes amicably.

18.5. The Service Provider does not apply different general terms and conditions of access to the services on the website for reasons related to the User's nationality, place of residence or domicile.

18.6. The Service Provider shall not apply different conditions to the payment transaction for the payment methods accepted by it for reasons related to the nationality, residence or place of establishment of the User, the place of holding of the payment account, the place of establishment of the payment service provider or the place of issue of the cash substitute payment instrument within the Union.

18.7. The service provider complies with REGULATION (EU) 2018/302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 December 2018 on combating unjustified territorial restrictions of content and other forms of discrimination based on the nationality, residence or domicile of the customer within the internal market and amending Regulations (EC) No 2006/2004 and (EU) 2017/2394 and Directive 2009/22/EC.

19. COMPLAINTS HANDLING POLICY

19.1. The Service Provider aims to fulfil all orders/reservations with the appropriate quality and to the full satisfaction of the customer. If the User has any complaint regarding the contract or its performance, he/she may send it by e-mail or letter.

19.2. The Service Provider will investigate the oral complaint immediately and remedy it as necessary. If the customer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the Service Provider shall immediately take a record of the complaint and its position on the complaint and shall provide the customer with a copy of the record.

19.3. The Service Provider will reply to the written complaint in writing within 30 days. The reasons for rejecting the complaint shall be given. The Service Provider shall keep a record of the complaint and a copy of the reply for a period of three years and shall present it to the supervisory authorities at their request.

19.4. You are informed that, if your complaint is rejected, you can take your complaint to a public authority or a conciliation body, as follows:

19.5. The Consumer may lodge a complaint with the consumer protection authority. Pursuant to Government Decree 387/2016 (XII. 2.) on the designation of a consumer protection authority, the district office or the district office of the county seat shall act in first instance in administrative authority matters, and the Pest County Government Office shall act in second instance in matters of national jurisdiction. Contact details of the district offices: <http://jarasinfo.gov.hu>

19.6. In the event of a complaint, the Consumer has the right to apply to a conciliation body, the contact details of which can be found at: <https://bekeltetes.hu/udvozlo>

19.7. The conciliation body is responsible for settling consumer disputes out of court. The conciliation body's task is to try to resolve consumer disputes

to reach a settlement between the parties, and if this is unsuccessful, to decide on the case in order to ensure that consumer rights are enforced in a simple, fast, efficient and cost-effective way. The conciliation body shall, at the request of the consumer or the Supplier, advise on the consumer's rights and obligations.

19.8. In the case of cross-border consumer disputes related to online sales or online service contracts, only the conciliation body attached to the Budapest Chamber of Commerce and Industry is competent to handle the procedure.

19.9. The Consumer may use the EU online dispute resolution platform in case of a complaint. Using the platform requires a simple registration on the European Commission system [by clicking here](#). Once logged in, consumers can then submit their complaint via the online website: <http://ec.europa.eu/odr>

19.10. The service provider has a duty to cooperate in the conciliation procedure, by sending its reply to the conciliation body and by ensuring the participation of a person authorised to negotiate a settlement at the hearing. If the head office or place of business is not registered in the county of the chamber of conciliation which operates the territorially competent conciliation body, the obligation of cooperation of the business includes offering the possibility of a written settlement in accordance with the consumer's request.

19.11. If the consumer does not go to a conciliation body or if the procedure has not been successful, the consumer has the right to go to court to have the dispute resolved. The action must be brought by means of a statement of claim containing the following information:

- the competent court;
- the names of the parties and their representatives, their place of residence and their status in the proceedings;
- the right asserted, stating the facts on which it is based and the evidence in support of those facts;
- the data from which the jurisdiction and competence of the court can be established;
- a request for a definitive ruling from the court .

The application must be accompanied by the document or a copy of the document, the contents of which are relied on as evidence.

20. AUTHOR'S RIGHTS

20.1. Since www.thermalhotelgarden.hu is a copyrighted work, it is prohibited to download (reproduce), retransmit to the public, otherwise use, store electronically, process and sell the content of the website or any part of it without the written consent of the Service Provider.

20.2. Any material from the thermalhotelgarden.hu website and its database may be reproduced with written consent only by linking to the website.

20.3. The Service Provider reserves all rights to all elements of its service, its domain names, the secondary domain names formed from them and its Internet advertising space.

20.4. It is prohibited to adapt or decrypt the content of the thermalhotelgarden.hu.hu website or parts thereof; to create user IDs and passwords in an unfair manner; to use any application that allows the thermalhotelgarden.hu website or any part thereof to be modified or indexed.

20.5. The name thermalhotelgarden.hu is protected by copyright, and its use, with the exception of the reference, is only possible with the written consent of the Service Provider.

20.6. Unauthorised use will lead to criminal and civil penalties. The Service Provider may claim, among other things, the cessation of the infringement and compensation for damages in accordance with the general rules of the Civil Code. In the event of copyright infringement, the Service Provider shall apply for a notarial certification of facts, the amount of which shall also be charged to the infringing user.

21. NEWSLETTER

21.1. The Service Provider shall deliver online newsletters and electronic direct marketing messages (hereinafter referred to as "Newsletter") containing news, information and offers to persons who subscribe to the newsletters of the website operated by the Service Provider and by accepting the Newsletter on the registration form.

21.2. To subscribe to the newsletter on our website, you must enter your name and e-mail address. By subscribing to the Newsletter, the User agrees to the processing of the data provided. The Service Provider will process the data until the data subject requests their deletion.

21.3. The possibility to unsubscribe is provided by a direct link in each newsletter and can also be requested by the Guest via e-mail.

21.4. The User is responsible for the accuracy of the personal data provided.

21.5. In particular, the Service Provider protects the data against unauthorized access, alteration, disclosure, deletion or destruction, as well as against accidental destruction or damage.

21.6. The Service Provider together with the server operators will ensure the security of the data.

21.7. The personal data provided by the User may only be accessed by the employees of the Data Controller. Personal data shall not be disclosed to third parties other than those designated by the Controller.

21.8. The Service Provider will not disclose personal data to third parties, except with the prior and explicit consent of the data subject.

21.9. The User acknowledges that the Service Provider is obliged by law to disclose personal data to the requesting authority, provided that the legal conditions for such disclosure are met. The User may not object to the provision of data on the basis of a law, official or court decision.

22. LOYALTY CARD

22.1. A Guests a hotel at the reception a frequent guest card can be requested. The hotel staff is authorised to issue the frequent guest card and to write the name of the guest on it.

22.2. The loyalty card is valid for one Guest + 1 person when booking a Standard room and entitles the Guest to a 5% discount on the total price.

22.3. Guests are required to bring their loyalty card with them and present it at reception. In its absence, the discount will not be applied.

22.4. The loyalty card cannot be transferred to another person. The Hotel keeps a written record of the cards.

23. WEBSITE VISITOR DATA

23.1. The Service Provider does not record the user's IP address or any other personal data when visiting the website operated by the Service Provider. When visiting the website, the search is free and anonymous. The Service Provider uses anonymous visits to the website solely for statistical purposes, to optimise the website and to increase the security of the system, and the data recorded does not contain any personal data.

23.2. The Service Provider treats all data and facts concerning Users as confidential and uses them exclusively for its own research and statistics.

23.3. The Service Provider shall not be liable for any of your previous pages that have been deleted but have been archived with the help of Internet search engines. The operator of the search site is responsible for their removal.

24. TITOKTOTHUNG

24.1. In fulfilling its obligations under the Contract, the Service Provider shall act in accordance with the provisions of the Act on the Protection of Personal Data and the Disclosure of Data of Public Interest.

25. DATA DATA

25.1. The privacy policy of the website is available in the footnote section of the website.

By entering into an accommodation service contract, you acknowledge that you have read and understood the above terms and conditions and agree to be bound by them. The GTC may be amended at a later date.

Hajdúszoboszló, 9 February 2023.