

GENERAL TERMS AND CONDITIONS

For customers using the „Relaxie” services

Effective as of 1st of August 2026.

Version 1

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1. General provisions

1.1. Definitions

General Terms and Conditions (hereinafter: **“GTC”**): The contractual terms and conditions that the Service Provider has unilaterally predetermined in this document, without the involvement of the Customer and without negotiating these terms with the Customer, and which contractual terms and conditions the Service Provider makes available to the Customer for prior review and keeps accessible at all times.

Service Provider: The legal entity specified in Section 1.2 of the GTC.

Customer: A natural person acting outside the scope of their profession, independent occupation, or business activity (consumer/customer), who uses the Service provided by the Service Provider and holds “Relaxie” membership (typically foreign nationals).

Partner: A legal entity or an organization without legal personality that has a contractual relationship with the Service Provider and, accordingly, provides a direct Discount to Customers holding Membership on behalf of the Service Provider.

Parties: The Service Provider and the Customer jointly.

Contract: The contract concluded between the Service Provider and the Customer for the provision of the Service, which is concluded with the content set out in the GTC.

Service: The service, or the set of services, provided under the name “Relaxie” as defined in Section 3 of the GTC, which the Service Provider provides to the Customer.

Website: Means the www.rxie.eu website.

Relaxie: The collective term for the Service defined in Section 3 of the GTC and, as such, for the “Relaxie” membership.

Membership: Participation in the “Relaxie” program, during which the Customer may obtain numerous benefits and discounts in relation to certain services provided by Partners, provided that the Customer registers on the Website.

Discount: The benefit provided by the Partner to the Customer in exchange for participation in the “Relaxie” program.

Privacy Notice: The notice forming Annex No. 1 to these GTC, which provides the necessary information to the Customer pursuant to Articles 13–14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) regarding the personal data processed in connection with the Services. The Service Provider makes the Privacy Notice available to the Customer for prior review and always keeps it accessible.

Welcome Reward: The one-time promotional reward offered by the Service Provider to eligible Customers under Section 3.2.9.

Revolut Payout: The payment method used by the Service Provider to transfer the Welcome Reward through the Revolut platform.

The provisions highlighted in bold in these GTC shall be deemed special provisions that differ from customary contractual practice. By accepting the

GTC, the Customer expressly acknowledges and accepts the information highlighted in the GTC.

1.2. Name of the Service Provider

Name of the Service Provider	Relaxie International Kft.
Seat	5904 Orosháza, Aranyeső utca 22.
Address	5904 Orosháza, Aranyeső utca 22.
Tax number	32837102-2-04
Registration number	Cg.04-09-017804
Representative	Nóvé Nikolett managing director
Phone	+3620 498 0991
E-mail	hello@rxie.eu

The Customer may contact the Service Provider regarding any questions, requests, claims, complaints or comments through any of the contact details specified in this section.

2. Contractual relationship

2.1. Interpretation of the Contract

- 2.1.1. The interpretation of these GTC, as well as matters not regulated in the GTC, shall be governed by the laws of Hungary in force, in particular Act V of 2013 on the Civil Code (Civil Code), Act CLV of 1997 on Consumer Protection (Consumer Protection Act), Act CVIII of 2001 on certain issues of electronic commerce services and information society services (E-Commerce Act), and the provisions of the relevant implementing legislation.
- 2.1.2. If any provision of these GTC is deemed invalid, ineffective or unenforceable, this shall not affect the other provisions of these GTC.
- 2.1.3. **During registration on the Website, i.e. prior to establishing the Membership, the Customer declares that they have read and understood the provisions of the GTC and the Privacy Notice and acknowledge the provisions contained therein as binding upon themselves.**

2.2. Contracting parties, subject matter and scope of contractual relationship

- 2.2.1. **Based on these GTC, a contractual relationship (Contract) is concluded between the Customer and the Service Provider for the purpose of providing and using the Service specified in these GTC. The Service Provider makes these GTC available and accessible to the Customer in advance on the Website. Prior to using the Service and**

establishing the Membership, upon registration on the Website, the Customer accepts these GTC and the Privacy Notice by ticking a checkbox, and thereby declares that they have read, understood and consider their contents to form part of the contractual relationship established with the Service Provider. The Service may be used, and the Membership may be established only after acceptance of the GTC and the Privacy Notice; the Contract between the Parties is concluded after acceptance of the GTC, at the time when the Service Provider confirms the registration.

- 2.2.2. Based on the terms set out in the GTC, the Customer uses the Service provided by the Service Provider as set out in Section 3 of the GTC and expresses their intention to do so by registering on the Website. The provision of the Service between the Parties is continuous, and the legal relationship is established for an indefinite term. The Contract between the Parties is concluded with the content set out in these GTC upon confirmation of the registration and terminates upon termination of the Membership or by termination in the manner specified in these GTC. The Customer is entitled to request the Service Provider to delete their Membership (registration) at any time.
- 2.2.3. The Membership is established immediately upon confirmation of the registration by the Service Provider, and the Contract is performed immediately by making the Discounts available on the Website. The Contract between the Parties — with the content set out in these GTC — is concluded upon confirmation of the registration by the Service Provider and, by providing access to the existing and current Discounts, is immediately and fully performed, considering that the Service Provider performs the Contract immediately and simultaneously by establishing the Membership through registration and providing access to the Discounts. Accordingly, the performance deadline is solely the period between registration and access to the Discounts, which typically takes place automatically and almost immediately.
- 2.2.4. The Contract concluded between the Parties shall qualify as an electronically concluded contract, to which the provisions of the Civil Code and the E-Commerce Act applicable to electronic commerce services shall apply. The Contract shall not qualify as a written contract, and the Service Provider shall not file or record it. The GTC in force at any given time shall be available, downloadable and storable on the Website at any time. The Customer may modify the status of the checkbox used to accept the GTC at any time until submitting their registration declaration. The contractual declaration shall be submitted only if the Customer expressly accepts the GTC and thereby finalizes the commencement of use. The checkbox is not pre-ticked. If the Customer does not accept the GTC, registration may not take place and, therefore, the Customer may not use the Services.
- 2.2.5. The Customer acknowledges and expressly accepts that the Service Provider may use subcontractor(s) for the purpose of providing the

Service, even without prior notification to the Customer. The Service Provider shall be liable for the quality and standard of the tasks performed by the subcontractor(s), as well as for the activities of the subcontractor(s) related to the Service, as if the Service Provider had acted itself.

- 2.2.6. During the existence and for the purpose of performance of the contractual relationship, the Customer shall cooperate with the Service Provider and shall inform the Service Provider of all material circumstances arising in connection with the contractual relationship. In all other respects, during the existence of the Contract, the Parties shall always cooperate with each other and shall inform each other without delay of all material circumstances arising in connection with performance.
- 2.2.7. The scope of these GTC shall extend to Services provided to Customers located in the territory of Hungary and the European Union.
- 2.2.8. The Service Provider does not submit itself to any code of conduct.
- 2.2.9. The governing language of the Contract falling within the scope of the GTC shall be English. The scope of the GTC shall extend to all transactions (Services) concluded electronically between the Service Provider and the Customer.
- 2.2.10. Ancillary oral agreements, supplements or subsequent amendments to the GTC between the Parties shall be valid and effective only if confirmed in writing by the Service Provider.
- 2.2.11. These GTC shall also apply to the Customer when visiting the Website without registration.

2.3. Amendment and termination of the contractual relationship

- 2.3.1. The Service Provider is entitled to amend the GTC unilaterally. In each case, the Service Provider shall inform the Customer of the amendment at least 15 days before the amendment enters into force and shall simultaneously inform the Customer of the conditions and legal consequences of termination. Publication of the amended GTC by the Service Provider on the Website shall be deemed information and notification of the amendment.
- 2.3.2. It shall not be deemed an amendment of the GTC by the Service Provider if any condition set out in these GTC is amended as a result of a change in legislation or an authority provision, or if the Service Provider makes a clarification in the GTC that does not affect its essential content.
- 2.3.3. If the unilateral amendment by the Service Provider contains any provision that is disadvantageous to the Customer, the Customer is

entitled to terminate the use of the Service with immediate effect and to request the deletion of their Membership. The Customer has no right to withdraw from Contracts that have already been fully performed, nor to terminate such Contracts retroactively. **If the Customer does not terminate the use of the Service as specified in this section, the amendment shall automatically enter into force and apply.**

- 2.3.4. Following deletion of the Membership, there shall be no obstacle to the Customer registering again for “Relaxie”; however, the Customer shall in each case also accept the GTC and the Privacy Notice in force at that time.
- 2.3.5. Based on the above, performance of the Contract shall in all cases commence immediately and shall also be fully completed immediately, as a result of which the Customer may not exercise the right of withdrawal and termination set out in Section 20 of Government Decree No. 45/2014 (II.26.), pursuant to Section 29(1)(a) of the Government Decree. The Service is provided by the Service Provider free of charge; therefore, the exception set out in the second part of Section 29(1)(a) of the Government Decree shall not apply either. The Customer shall have no payment obligation towards the Service Provider.
- 2.3.6. In all other respects, the Customer is entitled at any time, without prior notice to the Service Provider and without providing reasons, to delete their registration and to suspend or terminate the use of the Services. Deletion of the registration shall primarily be possible by sending such request to the Service Provider’s e-mail address specified in Section 1.2, or through the Website under the contact menu item. **The Service Provider shall generally fulfil the deletion request within 30 days following receipt of the request in its mailing system.**
- 2.3.7. The Service Provider itself does not sell any commercial products through the Membership, does not provide any service against payment, and does not carry out any other commercial activity towards the Customer.

3. Service

3.1. Purpose and subject matter of „Relaxie” as a service

- 3.1.1. The Service Provider is the creator of the discount program and club membership named “Relaxie”, and the owner of the Website. Based on the slogan of “Relaxie” (“Wellness of the guest workers”), its purpose is primarily to enable citizens of the Philippines, i.e. Customers of Filipino nationality, during their fixed-term stay in Hungary for employment purposes, primarily through Partners in Hungary, to obtain and be provided with discounts, coupons and benefits in exchange for products or services purchased from the Partner, and furthermore to provide

Customers with support and assistance for their well-being and during their stay in Hungary, to make certain products and services more easily accessible, and, according to Customers' preferences, to direct and connect them to appropriate labor placement organizations, and to facilitate the acquisition of professional qualifications, studies and training appropriate within the European Union..

- 3.1.2. In exchange for establishing Membership, the Service Provider provides Discounts, which typically entitle the Customer to discounts or the use of coupons for product purchases from Partners contracted with the Service Provider, as well as for the use of other wellness, well-being, beauty care, restaurant, financial and other services. The Discounts further include assistance provided by the Service Provider at the Customer's request and according to the Customer's needs, "well-being and care-type" services, consultancy, and recommendation to organizations engaged in labor placement and temporary agency work, as well as to educational institutions and partners. **The Service Provider reserves the right to review, change, withdraw or restrict the Discounts continuously and at any time, considering that this is also a circumstance dependent on the Partner. Consequently, the Service Provider assumes no liability for providing the Discounts for an indefinite period, continuously, or in an unchanged form.**
- 3.1.3. **When providing the Discounts, the Service Provider does not provide direct product sales or services, and shall not qualify as a labor placement agency, temporary work agency, or a company providing education or training, and shall under no circumstances carry out any such activity. As part of the Membership and as a Discount, the Service Provider provides assistance and guidance, and recommends organizations and Partners engaged in labor placement or education to the Customer according to the Customer's needs. Under the Contract, the Service Provider exclusively ensures the establishment of the Membership and access to the related Discounts; however, beyond this, it does not provide any further service and assumes no obligation to do so. The Service Provider assumes no liability for the Discounts being available at all times and provides access exclusively to the existing and current Discounts.**
- 3.1.4. **The Service Provider provides the Service to the Customer entirely free of charge.** In view of this, the Service Provider is not subject to the scope of Government Decree No. 373/2021 (VI.30.) on the detailed rules of contracts between consumers and businesses for the sale of goods and the supply of digital content and digital services, having regard to the provisions of Section 1 thereof.

3.2. Use of „Relaxie” as a service

- 3.2.1. In order to establish the Membership and, at the same time, to use the Services, the Customer is required to register on the Website, as the user account is also essential for the later activation of Discounts.
- 3.2.2. During registration, the Customer shall provide their e-mail address and their OWWA ID specified in Section 3.2.4. The Customer shall receive e-mail confirmation of the registration. Following acceptance/confirmation of the registration by the Service Provider, the Contract under these GTC is concluded between the Service Provider and the Customer, and the Customer acquires Membership in the “Relaxie” program.
- 3.2.3. By registering, the Customer declares by means of a checkbox that they have read and accepted these GTC and the Privacy Notice.
- 3.2.4. By registering, the Customer, as a Filipino worker employed abroad (OFW – Overseas Filipino Worker), is required to provide their OWWA (Overseas Workers Welfare Administration) e-card and the related official identifier issued by the Government of the Philippines (OWWA ID), which OWWA ID is a condition for accessing the Discounts. During the establishment of the Membership (registration), the Customer shall provide their OWWA ID, after which the “Relaxie” registration system automatically and immediately verifies its validity through the OWWA system. The Service Provider’s system receives automatic and immediate confirmation of the success of the identification, based on which the Customer may finalize their profile after providing further data and may acquire Membership, after which the Discounts can be used immediately. The Customer is entitled to modify the personal data existing in their account at any time by notifying the Service Provider. Such modification shall primarily be possible by sending the relevant request to the Service Provider’s e-mail address specified in Section 1.2, or through the Website under the contact menu item. The Service Provider shall generally fulfil the modification request within 30 days following receipt of the request in its mailing system. If there is a change in personal identification data, the Service Provider’s system shall verify the OWWA ID again. The Service Provider shall provide registration and participation in the “Relaxie” program exclusively to Customers holding a valid OWWA ID; in the absence of a valid identifier, the Service Provider shall be entitled to refuse registration and access to the Discounts and assumes no liability in the event of unsuccessful or refused registration. Following registration, the Customer may log in to their own account at any time using their e-mail address and the password provided by them.
- 3.2.5. On the Website, sending a message or registering may only be carried out by ticking reCAPTCHA, thereby preventing activities by non-real persons (robots) and ensuring that only real persons use the Discounts.
- 3.2.6. Verification of the identifier is carried out automatically through an API connection: the Service Provider transmits only the characters necessary for the eligibility check to the verification system, which provides feedback exclusively on the validity of the identifier; therefore, the Service

Provider does not carry out independent personal identification and does not process more data than necessary for the verification.

- 3.2.7. Following identification, upon acceptance of the registration, the Discounts immediately appear on the Website for the registered Customer, who is entitled from that time to use and benefit from them at any time.
- 3.2.8. The Customer may generally use and redeem the Discounts in person at the Partner granting the Discount, when purchasing a product or receiving a service, by personally presenting the identifier proving their entitlement to the Discount or another technical code (typically the barcode linked to their OWWA e-card, but, where applicable, a unique/permanent coupon code or ID identifier), or by providing it in any other manner depending on the Partner. The Partner identifies the given Discount based on the QR code assigned to it and records the use of the Discount based on the code entitling the Customer thereto. The extent of the Discounts may vary and is based exclusively on the Partner's decision. Partners may determine the method of using each Discount differently, for which the Service Provider assumes no liability.
- 3.2.9. Within the framework of the discount program, the Service Provider shall be entitled to provide the Customer with a one-time credit in the amount of USD 10, provided that the Customer successfully completes the registration required for establishing the Membership and actually uses at least one Discount within 30 days of registration. The Service Provider shall be entitled to unilaterally determine the exact conditions, form, method of transfer, deadline and any applicable limitations relating to the credit, and to publish such conditions on the Website in a manner accessible to Customers. The Service Provider shall generally provide the credit through the **Revolut Payout** service; however, it reserves the right to determine a different payment method or payment conditions where justified by legal, technical or operational reasons. The credit may not be exchanged for cash, transferred to another person or assigned to any third party, and shall only be granted if all conditions determined by the Service Provider have been fulfilled. In the event of abuse, unauthorized registration, the provision of false or misleading information, technical error, fraudulent conduct or improper use of the Discount, the Service Provider shall be entitled to refuse, suspend or withdraw the credit.
- 3.2.10. In connection with workplace preferences, according to the Customer's needs, the Service Provider shall ensure, within the framework of the Discounts, connection, recommendation and contact with Partners engaged in labor placement and temporary agency work for the Customer. A prerequisite for this is the provision of further personal data by the Customer for the purpose of enabling the Service Provider to assess in which segments and to which Partners it is justified to recommend the Customer. In order to assess workplace preferences, the Service Provider shall contact the Customer by e-mail and send a needs assessment form no earlier than 6 months before the expiry of the

Customer's OFW status (2 years), on the basis of which the Customer shall be entitled to request support and assistance from the Service Provider for further one-year employment and for recommendation in connection therewith. The Customer shall not be obliged to use this Discount. According to the Customer's needs, the Service Provider shall primarily make recommendations to its existing Partners in the DACH region (Germany, Austria, Switzerland).

- 3.2.11. **The Service Provider does not direct the Customer directly to an employer, and does not carry out labor placement, temporary agency work, or any other activity subject to authorization. Its service constitutes only a recommendation, is not binding, and the Service Provider shall not be liable for its suitability or success. The Service Provider does not carry out any activity in connection with labor placement or temporary agency work, does not identify the Customer for an employer, does not assess or judge any suitability of the Customer, does not participate in the selection process, does not decide on the Customer's employment, does not examine the authenticity or lawfulness of the documents provided by the Customer, does not ensure the selection of specific employees for the Customer, and does not directly direct the Customer to specific employers. The Service Provider does not process personal data necessary for establishing an employment relationship, health data or other special categories of data, or criminal record certificates. The Service Provider does not undertake any obligation to assess the Customer's suitability, or to conduct interviews, preliminary hearings, or job interviews. The Service Provider exclusively undertakes to provide a connection between its Partners and Customers; however, it shall have no liability in respect of the legal relationship established between them or the performance thereof. The Service Provider assumes no liability in connection with the matters specified in this section.**
- 3.2.12. Within the framework of the Discounts, the Service Provider facilitates the acquisition by Customers of professional qualifications, studies and training appropriate within the European Union, during which it recommends them to schools, educational institutions, training institutions and vocational training institutions as Partners. **The Service Provider recommends schools, educational institutions, training institutions or vocational training institutions to the Customer exclusively for informational, guidance and connection purposes. The Service Provider's activity shall not qualify as educational or training consultancy, or any other educational activity, and the Service Provider assumes no liability as to whether the Customer is admitted to any training, enrolls, starts the training, completes it, successfully fulfils it, or obtains a degree, qualification, certificate or professional qualification. The Partner shall be exclusively responsible for the training conditions, requirements, accreditation, certificates, recognizability, educational quality, contractual terms, performance and data processing.**

- 3.2.13. During registration, the Customer is entitled to subscribe to the Service Provider's newsletter, through which they may receive information about news affecting their Membership and current Discounts. Subscription to the newsletter is not a prerequisite for registration, and the Customer can unsubscribe from the newsletter at any time by using the "Unsubscribe" button appearing in the newsletter sent to them, or by making a declaration addressed to the Service Provider.
- 3.2.14. The Service Provider shall be entitled to organize periodic, as well as regular and permanent, prize promotions (contests) in connection with the "Relaxie" program, the Membership, or certain Discounts. The Service Provider shall determine the conditions, duration and method of participation, the scope of prizes, the procedure and process of the draw or winner selection, and the method of notifying winners/substitute winners and handing over the prizes in separate rules or information notices applicable to the given prize promotion or to permanent prize promotions and shall also publish such rules or notices on the Website. Participation in the prize promotion shall in all cases be voluntary, and may, where applicable, require fulfilment of the prescribed participation conditions. The Service Provider shall be entitled to modify, suspend, or terminate the prize promotion during its duration, in particular if this is justified by a circumstance falling outside the Service Provider's sphere of interest, provided that the Service Provider informs the Customers thereof. The Service Provider assumes no liability for damages or other legal consequences arising from the inaccuracy, incompleteness or delayed provision of data provided by the Customer during participation in the prize promotion, from a technical error arising within the Customer's sphere of interest, or from the conduct, omission, delay or defective performance of third parties. The Service Provider shall also not be liable if the prize promotion or the receipt of the prize fails for a reason arising within the Customer's sphere of interest. Subject to the Customer's prior consent, the Service Provider shall be entitled to take a photograph of the winning or substitute winning Customer who participated in the prize promotion upon the physical receipt of the prize, and to publish such photograph on its Website or social media platforms for the purpose of promoting the prize promotion and its Services. The Customer gives their consent voluntarily; the Customer is not obliged to participate in the prize promotion, and participation in the prize promotion is not conditional upon giving consent to the taking and publication of photographs.

3.3. Framework of the Service, rights, and obligations of the Parties

- 3.3.1. **Under the Contract, the Service Provider exclusively ensures the establishment of the Membership and access to the related existing and available Discounts; however, beyond this, it does not provide any further service and assumes no obligation to do so. It does not guarantee or warrant that a Discount is available in every case, on a permanent and continuous basis. The Service Provider shall not be**

obliged to supervise the activities carried out by Customers, and assumes no liability for the lawfulness thereof, or for any damages, disadvantages or other legal consequences caused by Customers to each other or to themselves through such activities.

- 3.4. The Service Provider shall ensure the uninterrupted, smooth, and proper operation and availability of the Website in the manner and to the extent reasonably expected of it and shall take the necessary measures within the shortest time reasonably expected of it in order to remedy any errors and malfunctions. The Customer shall be entitled and obliged to inform the Service Provider of any circumstance that affects the operation of the Website, or if the Customer notices any malfunction of its functions or experiences any abnormal circumstance during the use of the Discounts. The Service Provider shall carry out regular updates and maintenance on the Website in the manner and to the extent reasonably expected of it. The Service Provider assumes no liability for functional and operational errors arising from the lack or inadequacy of updates, or for the uninterrupted and smooth use of the Discounts provided by the Partner. The Service Provider assumes no liability or warranty that the Website and the Discounts will meet the Customer's expectations or related needs, that they will be continuously and uninterruptedly available, or continuously and uninterruptedly, safely and error-free usable, or that any result created in connection with their use will be true, reliable, complete or accurate. The Service Provider does not provide customer service, 0-24 availability or system supervision. If necessary, the Service Provider shall begin remedying the error within the shortest possible time reasonably expected of it, provided that this is possible and reasonably expected of it, and that the error was not caused by reasons beyond its control.
- 3.4.1. The Service Provider shall be entitled to remove any data entered by the Customer during registration, even without prior notice, if, in its judgment, the data uploaded by the Customer or the Customer's conduct violates or threatens the provisions set out in these GTC, or the rights or legitimate interests of third parties. The Service Provider shall make every effort to protect Customers and to ensure the proper and safe use of the Website and the Discounts. The Service Provider shall also be entitled to remove, without prior notice, any content uploaded by the Customer in violation of the law or the GTC. Content published by Customers shall under no circumstances violate the rights or legitimate interests of third parties; in respect of any such unlawful or untrue content, the Service Provider shall be entitled to take action against the Customer, and to restrict the Customer's account or suspend its use.
- 3.4.2. The Service Provider reserves the right to modify the settings of the Website, and to suspend, terminate, change, or restrict certain functions thereof or the Discounts. The Service Provider shall be entitled to remove any data entered by the Customer, even without prior notice to the Customer, if, in its judgment, the data uploaded by the Customer or the

Customer's conduct violates or threatens the provisions set out in these GTC, differs from proper use, or is seriously unlawful.

- 3.4.3. **The “Relaxie” Membership may be established exclusively by a legally competent adult person who has reached the age of 18, and the Customer shall be solely responsible for compliance with this requirement. The Service Provider cannot reasonably be expected to verify compliance with this requirement and therefore assumes no liability in this respect. In addition, the Website may be used by anyone who acknowledges the provisions of these GTC and the Privacy Notice as binding upon themselves.**
- 3.4.4. During their Membership, the Customer shall comply with all laws, regulations, and obligations under these GTC. The Customer shall be solely responsible for the accuracy and truthfulness of the information and data provided during registration and for the use of the Discounts.
- 3.4.5. The Customer shall be entitled to use the Website and the Discounts exclusively for their intended purpose and in accordance with the purposes and terms of use set out in these GTC. Any activity aimed at listing, organizing, archiving, or hacking the Service Provider's hosting space, database, source codes, etc., or at any other unlawful act, is prohibited. During use, the Customer shall not violate the rights or legitimate interests of others.
- 3.4.6. When using and redeeming the Discount, the Customer shall act in accordance with the requirements of good faith and fair dealing. The Customer may not transfer the Discount to any third party for consideration, nor may the Customer place it on the market. The Customer may not modify or alter the content of the Discounts. The Customer shall bear full civil and criminal liability for the above conduct.
- 3.4.7. **By accepting the GTC, the Customer expressly acknowledges and accepts the provisions set out in this Section 3.**

4. Data security, technical protection measures

The Service Provider applies the following technical protection measures during the use of the Website:

Data protection and encryption: Use of an SSL certificate and HTTPS protocol to ensure the protection of data and information provided on the Website. The data are stored in encrypted form at a designated hosting service provider.

Access control: Restriction of access to Customer data, logging of errors and suspicious activities, and creation of administrator rights.

Regular security audits and updates: Identification and remediation of security vulnerabilities of the Website through regular monitoring. Continuous

maintenance and updating of the Website. Regular backups and provision of a restoration procedure. Running test systems with test data where necessary.

Selection of Partners: When providing the Discounts, the Service Provider cooperates exclusively with Partners that apply the same high-level protection measures as the Service Provider in relation to their customers and their own contributors. During data transfers to Partners, only Partners that provide appropriate data security guarantees may be recipients, including, where applicable, organizations within the EU (DACH region), as well as compliance with the Data Privacy Framework. The Controller shall conclude a data processing agreement with any processors, where such agreement is not already in place.

Data minimization: Collection only of data necessary for operation, avoidance of the processing of personal data, or reduction of direct identifiability.

Incident management procedure: Application of predefined measures in the event of a data protection or security incident.

Customer information: Preparation of appropriate privacy and usage notices and documentation.

5. Liability rules

- 5.1. Pursuant to the provisions of Section 6:147 of the Civil Code — considering that the Service Provider provides the Service free of charge — the Service Provider shall be liable for any damage caused in connection with the Service only if the damage was caused intentionally, or if the Service Provider failed to provide information about an essential feature of the Website of which the Customer was not aware. The Service Provider shall be liable for damage to the Customer's property, consequential damage, or loss of profit only if such damage is the consequence of conduct attributable to the Service Provider. **Beyond the provisions set out in this section, the Service Provider excludes its liability for any damage claims arising after the performance of the Contract.**
- 5.2. The Service Provider does not participate as a party in the legal relationship established between the Customer and the Partner through the use of the Discounts; the Customer may enforce their rights arising in connection with the use of the Discounts exclusively against the Partner. The Service Provider shall not be liable for the permanence, usability, suitability, enforceability, or defect-free nature of the Discounts provided by the Partner. The Service Provider merely creates the possibility of using the Discounts but does not assume any obligation to provide specific Discounts, except for assistance related to employment.
- 5.3. Within the framework of the Membership, the Service Provider does not directly sell products, does not directly provide the services ensured by

the Partners, and does not undertake any obligation that the Customer will actually be able to use a discount at any Partner, or that the Customer will achieve any specific result, saving or benefit through the use of the discount. The content, extent, conditions, temporal scope, availability, withdrawal, and modification of the Discounts, as well as the quality, performance, availability and lawfulness of the product or service provided by the Partner, are primarily determined and ensured by the respective Partner. The Service Provider assumes no liability for the products, services, offers, discounts, or coupons provided by the Partners, or for their performance, defective performance, non-performance, modification, termination, or for the conduct or omission of the Partner. The Service Provider does not warrant that the information communicated by the Partners is in all cases complete, accurate, up to date or error-free.

- 5.4. Upon the Customer's request, as part of the Membership, the Service Provider may provide information and assistance so that the Customer may become acquainted with, and contact, organizations engaged in labor placement that correspond to the Customer's needs and preferences. This activity of the Service Provider shall qualify exclusively as general guidance, information, recommendation or facilitation of connection, and shall under no circumstances qualify as labor placement, temporary agency work, labor market service, a job offer, a promise of employment or an undertaking aimed at establishing an employment relationship. The Service Provider does not act as the representative, mandatary or agent of the Customer, the employer, the labor placement organization or any other third party. The Service Provider assumes no liability as to whether the labor placement organization recommended or introduced to the Customer actually contacts the Customer, offers the Customer a job opportunity, whether the Customer finds employment, establishes an employment relationship or any other employment-related legal relationship, nor as to the conditions, duration or result under which any potential legal relationship is established, or for any further result related thereto.
- 5.5. The Customer uses the Membership, the Discounts, and the information and assistance provided by the Service Provider at their own responsibility.
- 5.6. The Service Provider shall be entitled at any time, without prior notice, to suspend or terminate the publication or availability of the Discount and shall under no circumstances be liable for any legal consequences arising in connection therewith.
- 5.7. The Service Provider assumes no liability for any malfunctions, or the consequences thereof arising from software or hardware independent of the Website, or from improper use of the Website. The Service Provider further assumes no liability for faulty operation arising from the unstable operation of the data connection line or internet network, or for the

consequences thereof. Ensuring a stable network connection shall be the task and responsibility of the Customer.

- 5.8. The Service Provider further assumes no liability for faulty operation and legal consequences attributable to deficiencies in the Customer's equipment or improper use.
- 5.9. The Service Provider expressly excludes its liability for any damage suffered by the Customer or any third party as a result of the unsuitability, inadequacy or unlawfulness of the data uploaded to the Website, including where the Customer loses access to Discounts as a result thereof. The Customer shall always be liable for such damage. The Service Provider shall not be responsible for the correctness, truthfulness, lawfulness, or availability of the data uploaded by the Customer. The Customer may upload to the Website only such data that do not violate public morals, public taste, the laws in force, or the rights of others, including in particular copyright or personality rights, image rights, trademarks, or other personal or property rights, as well as the accounting regulations in force. The Customer shall be solely responsible for the uploaded data. It shall not be the task or responsibility of the Service Provider to examine the uploaded data or to verify their lawfulness. The Service Provider shall not be liable for any damage suffered by the Customer due to the Customer communicating any information to the Service Provider incompletely, inaccurately, or incorrectly. The Service Provider shall further not be liable for the consequences arising from the Customer's incorrect, untrue, incomplete, or delayed provision of data.
- 5.10. Following registration, the Discounts may lawfully be used exclusively by the Customer; they are Services linked to the person of the Customer. The Customer shall not be entitled to resell the Service provided to them to any third party, or to make it known or available to any third party; the Customer may use it only for private purposes. The Customer shall bear full financial liability for any damage caused to the Service Provider by breaching this obligation.
- 5.11. The Service Provider assumes no liability for damage arising from forcible intrusion, or for damage caused by customary force majeure events, including but not limited to epidemic, war, terrorist act, work stoppage, etc., or for operational disruption or service outage resulting from the fault of an electricity or telecommunications service provider.
- 5.12. **By accepting the GTC, the Customer expressly acknowledges and accepts the information concerning the limitation of liability set out in this Section 5.**

6. Warranty

- 6.1. The Customer may exercise warranty rights for defects against the Service Provider under the rules of the Civil Code exclusively in

connection with the operation of the Website and, as such, access to the existing and current Discounts. The Service Provider does not warrant the continuous, error-free operation of the Website, or the continuous availability of the Discounts. In respect of the legal relationship established between the Customer and the Partner based on the Discounts, the Partner shall bear the obligations relating to warranty for defects, warranty of title, product warranty, and guarantee.

- 6.2. When exercising their warranty rights for defects, the Customer may request repair or replacement, unless fulfilment of either of these claims is impossible or would involve disproportionate additional costs for the Service Provider compared to fulfilling another claim. If the Customer did not or could not request repair or replacement, the Customer may request a proportionate reduction of the consideration (exclusively if consideration exists) or may repair the defect themselves at the Service Provider's expense, or have it repaired by another party, or — as a last resort — may withdraw from the contract. However, in the case of a contract between a consumer and a business for the sale of goods qualifying as movable items, the supply of digital content or the provision of digital services, when exercising their warranty rights for defects, the Customer may not repair the defect themselves at the business's expense, nor have it repaired by another party. Considering that the use of the Website and the use of the Service are free of charge, the Customer may not request a proportionate reduction either. In the absence of repair, or irrespective thereof, the Customer may terminate the Membership at any time and may also assert any potential claim for damages. The Customer may switch from one chosen warranty right for defects to another; however, the Customer shall bear the cost of such switch, unless it was justified or the Service Provider gave reason for it. Pursuant to Section 29(1)(a) of Government Decree No. 45/2014 (II.26.), the Customer may not exercise the right of withdrawal and termination set out in Section 20 of the Government Decree.
- 6.3. The Customer shall notify the defect without delay after discovering it, but no later than within two months from the discovery of the defect. However, the Customer may no longer enforce their warranty rights for defects beyond the two-year limitation period calculated from the performance of the Contract.
- 6.4. Within one year from performance, there shall be no condition for enforcing the warranty claim for defects other than notification of the defect, provided that the Customer proves that the service was provided by the Service Provider. However, after one year from performance, the Customer shall be obliged to prove that the defect recognized by the Customer already existed at the time of performance.
- 6.5. Considering that the Service is not aimed at the sale of movable items, the Service Provider is not obliged to provide, and does not provide, product warranty.

- 6.6. The Service Provider does not voluntarily undertake any guarantee, nor is it subject to any statutory obligation to do so.
- 6.7. The provisions set out in Section 5 shall govern the Service Provider's liability for damages.

7. Right to submit a complaint

- 7.1. The Service Provider shall be obliged to ensure the handling of complaints submitted in connection with the Service. The Customer shall be entitled and obliged to notify the Service Provider of any complaint arising in connection with the Service.
- 7.2. The Customer may submit an oral or written user objection/complaint to the Service Provider exclusively in connection with the operation and functionality of the Website, through the contact details specified in Section 1.2 of these GTC. The Service Provider's complaint handling is free of charge and without fees.
- 7.3. If any user dispute between the Service Provider and the Customer is not resolved during negotiations with the Service Provider, the Customer may turn to the conciliation body competent according to their place of residence or place of stay and may initiate the proceedings of the Body.
- 7.4. The Customer may find the competent conciliation body, as well as its registered seat and postal address, on the following website: <https://bekeltetes.hu/udvozlo>

The procedure of the conciliation body proceedings can be found at the following link: <https://bekeltetes.hu/tartalom/21/menu/8>

The contact details of the **Békés Vármegyei Békéltető Testület (Békés County Conciliation Body)** competent according to the registered seat of the Service Provider are as follows:

Seat: **5600 Békéscsaba, Penza ltp. 5.**

Address: **5600 Békéscsaba, Penza ltp. 5.**

Phone/Fax: (+36-66) 324-876, 446-354, 451-775

E-mail: bmik@bmik.hu

Website: <https://bmik.hu/>

The Service Provider has not made a general declaration of submission.

- 7.5. In addition to the above, the following legal enforcement options are available to the Customer:

Submitting a complaint to the Service Provider: The Customer also can

submit a complaint to the Service Provider through any of the contact details specified in these GTC. The Service Provider shall investigate the complaint within 30 days of receipt and, in the case of an oral complaint, shall draw up minutes thereof. Within 30 days, the Service Provider shall send the minutes to the complainant simultaneously with the substantive response, in accordance with the rules applicable to responses to written complaints.

- 7.6. Submitting a complaint to the Consumer Protection Authority. If the Customer detects a violation of their rights, they shall be entitled to submit a complaint to the Consumer Protection Authority competent according to their place of residence. After assessing the complaint, the authority shall decide on conducting the consumer protection procedure. The first-instance consumer protection authority tasks are performed by the capital city and county government offices competent according to the Customer's place of residence; their list can be found here:

<https://kormanyhivatalok.hu/kormanyhivatalok>

Budapest Főváros Kormányhivatala
Fogyasztóvédelmi Osztály
Address: 1051 Budapest, Sas u. 19. III. em.
Phone: +36 (1) 450-2598
E-mail: fogyved_kmf_budapest@bfkh.gov.hu

Pest Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 1088 Budapest, József krt. 6.
Phone: +36 (1) 459-4843
E-mail: fogyved@pest.gov.hu

Bács-Kiskun Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 6000 Kecskemét, Szent István krt. 19/A.
Phone: +36 (76) 795-710
E-mail: fogyasztovedelem@bacs.gov.hu

Baranya Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 7630 Pécs, Hengermalom u. 2.
Phone: +36 (72) 795-398
E-mail: fogyasztovedelem@baranya.gov.hu

Békés Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 5600 Békéscsaba, József Attila u. 2-4.

Phone: +36 (66) 546-150
E-mail: fogyved@bekes.gov.hu

Borsod-Abaúj-Zemplén Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 3525 Miskolc, Városház tér 1.
Phone: +36 (46) 512-971
E-mail: fogyasztovedelem@borsod.gov.hu

Csongrád-Csanád Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 6722 Szeged, Rákóczi tér 1.
Telefon: +36 (62) 680-530
E-mail: fogyasztovedelem@csongrad.gov.hu

Fejér Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 8000 Székesfehérvár, Honvéd utca 8.
Phone: +36 (22) 501-751
E-mail: fogyved@fejer.gov.hu

Győr-Moson-Sopron Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 9022 Győr, Türr István u. 7.
Phone: +36 (96) 795-950
E-mail: fogyasztovedelem@gyor.gov.hu

Hajdú-Bihar Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 4025 Debrecen, Széchenyi u. 46.
Phone: +36 (52) 533-924
E-mail: fogyasztovedelem@hajdu.gov.hu

Heves Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 3300 Eger, Kossuth L. u. 9.
Phone: +36 (36) 515-469
E-mail: fogyved@heves.gov.hu

Jász-Nagykun-Szolnok Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 5000 Szolnok, Indóház u. 8.
Phone: +36 (56) 795-165
E-mail: jasz.fogyved@jasz.gov.hu

Komárom-Esztergom Vármegyei Kormányhivatal

Fogyasztóvédelmi Osztály
Address: 2800 Tatabánya, Bárdos L. u. 2.
Phone: +36 (34) 309-303
E-mail: fogyasztovedelem.meff@komarom.gov.hu

Nógrád Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 3100 Salgótarján, Mérleg u. 2.
Phone: +36 (32) 511-116
E-mail: fogyved@nograd.gov.hu

Somogy Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 7400 Kaposvár, Vásártéri u. 2.
Phone: +36 (82) 510-868
E-mail: fogyasztovedelem@somogy.gov.hu

Szabolcs-Szatmár-Bereg Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 4400 Nyíregyháza, Hatzel tér 10.
Phone: +36 (42) 500-694
E-mail: fogyasztovedelem@szabolcs.gov.hu

Tolna Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 7100 Szekszárd, Kiskorzó tér 3.
Phone: +36 (74) 795-385
E-mail: fogyasztovedelem@tolna.gov.hu

Vas Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 9700 Szombathely, Wesselényi u. 7.
Phone: +36 (94) 505-220
E-mail: fogyasztovedelem@vas.gov.hu

Veszprém Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 8200 Veszprém, Megyeház tér 1.
Phone: +36 (88) 550-510
E-mail: veszprem.fogyasztovedelem@veszprem.gov.hu

Zala Vármegyei Kormányhivatal
Fogyasztóvédelmi Osztály
Address: 8900 Zalaegerszeg, Göcseji út 24.
Phone: +36 (92) 510-530
E-mail: fogyasztovedelem.zala@zala.gov.hu

The Customer has the option to use a dispute resolution procedure through the European Union online dispute resolution platform, which is available at the following interface:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=HU>

The Customer shall be entitled to enforce their claim arising from a consumer protection dispute before a court in civil proceedings, in accordance with the provisions of the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

In the case of a cross-border Customer dispute related to an online contract, Customers can settle their cross-border disputes electronically via the following link:

<https://ec.europa.eu/consumers/odr/main/?event=main.trader.register>

8. Data processing

- 8.1. The Service Provider shall provide the Customer with detailed rules concerning the processing of the Customer's personal data in connection with the provision of the Service and shall make them continuously available on the Website.

9. Force majeure

- 9.1. It shall not constitute a breach of contract if either of the contracting Parties is unable to fulfil their obligations under the GTC due to a reason not attributable to either Party (force majeure). Force majeure circumstances shall include unforeseeable circumstances that cannot be prevented by human effort, including but not limited to war, earthquake, flood, fire, terrorist act, epidemic, etc., which are beyond the will of the Parties and directly prevent the relevant Party, or the institution or service provider contributing to the performance of the contract, from performing the contractual relationship. If the duration of the force majeure exceeds 30 days, either Party may terminate the Contract with immediate effect, or, if the original state can be restored, may withdraw from the contractual relationship, even if the Party would otherwise not be entitled to termination or withdrawal under the applicable law or the GTC.

10. Intellectual property, copyrights

- 10.1. All materials, texts, images, animations, graphics, source code, logos, appearance, design, structure, ideas, principles, know-how, etc. placed on the Website constitute the intellectual property of the Service Provider, over which the Service Provider holds unrestricted and exclusive economic rights, and all of the foregoing is therefore under full legal

protection. The rights related to intellectual property are held exclusively by the Service Provider. Any unauthorized use of the Website or its content, or of any intellectual property of the Service Provider, without prior permission is prohibited, and violation thereof may entail civil law, copyright law, and criminal law consequences.

- 10.2. The Service Provider fully reserves all copyrights and rights related to intellectual creations in respect of the “Relaxie” program and the Website. The use of the Service does not mean or result in the transfer of copyright or intellectual property, or the granting of an unrestricted and exclusive right of use to the Customer. The intellectual products of the Service Provider appearing on the Website may be used and accessed exclusively within the framework of the Service and under the name of the Service Provider.
- 10.3. During the provision of the Service, the Service Provider does not transfer any right of use relating to a copyrighted work/intellectual creation to the Customer; the intellectual product or any part thereof may under no circumstances be distributed, reproduced, reverse-engineered, copied, modified, reverse-engineered, sold or adapted, nor may it be made accessible to third parties or otherwise exploited in any other manner, unless the Service Provider has expressly given its prior written consent thereto. The Customer shall refrain from any conduct that may violate or endanger the good reputation of the Service Provider. The Customer shall not be entitled to carry out any activity aimed at the unauthorized copying, imitation or competitive use of the operation, technical solutions, user interface, or other elements of the Website and “Relaxie”.
- 10.4. The name, logo, brand identity elements, domain names, application names, trademarks and other designations of the Service Provider are under legal protection. Their use, display or application in any manner is permitted exclusively with the prior written consent of the Service Provider.
- 10.5. If the Customer makes content available through the Website, the Customer warrants that they have the appropriate rights over the content uploaded by them, and that its use does not violate the rights or legitimate interests of third parties. In respect of the content uploaded by the Customer, the Customer grants the Service Provider a non-exclusive, territorially unrestricted, free-of-charge license to use such content to the extent necessary for the operation of the Website.
- 10.6. The Customer shall refrain from any unfair conduct, shall be entitled to use the Website exclusively in accordance with its intended purpose, and may not transfer the Website or the Discounts to third parties or resell them.
- 10.7. **Violation of the provisions set out in this chapter shall constitute a serious breach of contract. In the event of any unlawful use, the Service Provider shall be entitled to restrict, suspend or terminate the**

Customer's access to the Website account, and to take legal action against the Customer, including civil law and criminal law claims, and to claim compensation for its full damage arising from the unauthorized use.

- 10.8. **By accepting the GTC, the Customer expressly acknowledges that the unauthorized use of intellectual products created during the provision of the Services may entail legal consequences.**

11. Miscellaneous provisions

- 11.1. The Parties shall primarily settle their disputes related to the Contract amicably. If the consultation does not lead to a result, they stipulate the jurisdiction of the competent courts of Hungary for their legal disputes. All agreements concluded by the Parties based on these GTC, as well as the GTC themselves, shall in all respects be governed by the laws of Hungary. In matters not regulated in these GTC, the Civil Code and other applicable Hungarian laws shall apply.
- 11.2. **The Service Provider shall make it possible to review these GTC and the Privacy Notice prior to the use of the Service; in their version in force, they shall always be available to anyone through the www.rxie.eu website. The Privacy Notice forms an inseparable annex to these GTC.**
- 11.3. The invalidity of one or more provisions set out in these GTC shall not affect the validity of the remaining provisions. In such case, the contracting Parties shall endeavor to replace the relevant invalid provision through negotiations with a valid provision, and during such negotiations shall consider the framework and objectives of the GTC.

Annex(es):

Annex no. 1: Privacy Notice

Relaxie International Kft.
Service Provider